



City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7126

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
March 17, 2026, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

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2. Councilmember Cal Rolfson
3. Councilmember Dennis Dawson
4. Councilmember Marc Crail
5. Councilmember Nate Walker
6. Vice-mayor John Cataldo
7. Mayor James Homich

UPCOMING MEETING DATES

1. Tuesday, April 7, 2026, 6:00 p.m., Regular Session
2. Tuesday, April 21, 2026, 6:00 p.m., Regular Session
3. Tuesday, May 5, 2026, 6:00 p.m., Regular Session
4. Tuesday, May 19, 2026, 6:00 p.m., Regular Session

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, SUCH PERSON MAY NEED A RECORD OF THESE PROCEEDINGS FOR SUCH PURPOSE, A PERSON

MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. VERBATIM RECORD WILL NOT BE PROVIDED BY THE CITY OF MOUNT DORA.

NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 17, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Proclamation Recognizing Florida Bicycle Month

Introduction:

This is an opportunity for the Mayor to read a Proclamation recognizing Florida Bicycle Month.

Discussion:

This proclamation recognizes March as Florida Bicycle Month in the City of Mount Dora. Florida Bicycle Month is a statewide initiative that promotes bicycling as a healthy, environmentally friendly, and accessible form of recreation and transportation.

Celebrating Florida Bicycle Month supports the City's Strategic Plan goals of enhancing alternative mobility transportation modes, including trail networks and bicycle access, with a focus on safety and connectivity. It also aligns with the City's broader vision of cultivating a diverse, vibrant, and sustainable community that promotes healthy lifestyles and accessible public spaces.

Reading of this proclamation demonstrates the City's continued commitment to multimodal transportation, trail development, public safety, and community wellness.

Budget Impact:

N/A

Strategic Impact:

Strategic Initiative 1: Promote Economic Development

Goal 2: Enhance alternative mobility transportation modes to include trail networks.

Objective 2.1 - Promote golf carts, pedestrian, and bike access throughout the City with focus on safety.

Recommendation:

Mayor to read the Proclamation into the record.

Attachment(s):

1. 2026 Florida Bicycle Month Proclamation

Prepared by: Misty Sommer, Director of Economic Development & Public Information

Reviewed by:

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 3/6/2026

Final Approval - 3/6/2026



PROCLAMATION

Bicycle Month

WHEREAS, bicycling is a clean, efficient, healthy, economical, and accessible means of transportation and recreation; and

WHEREAS, a bicycle-friendly community promotes health and wellness, supports the local economy, attracts tourism, improves traffic safety, and reduces pollution, congestion, and wear on streets and roadways; and

WHEREAS, the City of Mount Dora features an established and growing trail network including the Tremain Street Greenway, Lincoln Avenue Trail, Sylvan Shores Park Trail, Lake Gertrude Way, Mount Dora Mountain Bike Trail, Palm Island Park Trail, Golden Triangle Run Blueway, and the planned Wekiva and Round Lake Road Trails; and

WHEREAS, the City has adopted a Trails Master Plan that provides a long-term vision for a high-quality, fully accessible trail system with enhanced regional connectivity, supporting the City's commitment to alternative mobility and quality of life; and

WHEREAS, for more than 50 years, Mount Dora has been recognized as a premier cycling destination through the Cycle Mount Dora Bicycle Festival, a multi-day event that draws riders from across the region to experience the City's scenic routes and community hospitality; and

WHEREAS, in 2023, the City of Mount Dora was designated a "Trail Town" by the Florida Department of Environmental Protection Greenways & Trails program, recognizing the City as a vibrant destination where trail users can enjoy local amenities and heritage while benefiting the community economically and socially; and

WHEREAS, the State of Florida officially recognizes March as Florida Bicycle Month to encourage the use of bicycles for transportation, recreation, fitness, and environmental stewardship;

NOW, THEREFORE, I, James L. Homich, Mayor of the City of Mount Dora, Florida, by virtue of the authority vested in me, do hereby proclaim March 2026 as "FLORIDA BICYCLE MONTH" in the City of Mount Dora and encourage all residents and visitors to celebrate bicycling, share the road responsibly, and explore the many trails and cycling opportunities our community has to offer.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 17th day of March, 2026.

James L. Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 17, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Proclamation Recognizing the Mount Dora Yacht Club 73rd Annual Sailing Regatta

Introduction:

This is an opportunity for Mayor to read a Proclamation recognizing the 73rd annual Mount Dora Sailing Regatta.

Discussion:

City Council routinely honor and recognize various groups and events in the City. This is an annual sailing regatta with a long history in Mount Dora.

Budget Impact:

None

Strategic Impact:

Special events and community celebrations promote Economic Development.

Strategic Initiative 1: Promote Economic Development

Promote Economic Development to position Mount Dora as a City with a diverse, vibrant, sustainable economy.

Recommendation:

City Council to acknowledge Proclamation recognizing the Mount Dora Yacht Club 73rd Annual Sailing Regatta.

Attachment(s):

1. 2026.Proclamation.Sailing Regatta

Prepared by: Kimberly LaFlamme, Deputy City Clerk

Reviewed by:

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 3/6/2026

Final Approval - 3/6/2026



PROCLAMATION

WHEREAS, Mount Dora Yacht Club is delighted to host the 73rd Annual Sailing Regatta on beautiful Lake Dora on Saturday, March 21, 2026 and Sunday, March 22, 2026; and

WHEREAS, Mount Dora Yacht Club has welcomed competitive sailors of all ages to race on three challenging courses since 1953; and

WHEREAS, Portsmouth races will also be run for boats without the four needed to form a class; and

WHEREAS, The City of Mount Dora welcomes sailors to enjoy two days of friendly sailing competition; and

WHEREAS, The City of Mount Dora is pleased to join the Mount Dora Yacht Club in promoting a love for sailing;

NOW, THEREFORE, I, James L. Homich, Mayor of the City of Mount Dora, Florida, do hereby extend a warm welcome to sailors from near and far to enjoy the annual sailing regatta hosted by the Mount Dora Yacht Club;

MOUNT DORA YACHT CLUB 73rd ANNUAL SAILING REGATTA ON BEAUTIFUL LAKE DORA MARCH 21-22, 2026

I encourage all sailors to register and participate in this wonderful event where youth scholarships will be offered for the younger sailors. I also encourage spectators to join in the fun from the 4th Avenue Docks, Palm Island Boardwalk and Lighthouse Point.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 17th day of March, 2026.

James L. Homich, Mayor



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 17, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Rankings and Authorization to Negotiate — RFQ 26-UT-004 "Construction Manager at Risk (CMAR) Services for the Wastewater Treatment Plant #2 Expansion"

Introduction:

This is a request for City Council to approve the ranking of RFQ 26-UT-004, *Construction Manager at Risk (CMAR) Services for the Wastewater Treatment Plant #2 Expansion*, and authorize staff to enter into negotiations with the top-ranked firm, Wharton-Smith, Inc.

Discussion:

The Wastewater Treatment Plant No. 2 (WWTP2), located at 2055 James Snell Drive south of SR-46 and on the west side of US-441, currently has a design capacity of 1.25 million gallons per day (MGD). Over time, the facility has experienced increasing service demands within the WWTP2 service area and the plant's existing infrastructure is approaching the limits of its permitted capacity. Expanding the facility will ensure the City maintains adequate treatment capacity and continues to provide reliable wastewater service to existing customers.

The expansion is also necessary to maintain compliance with Florida Department of Environmental Protection (FDEP) regulations governing wastewater treatment, effluent quality, and environmental protection. The project will support the City's continued ability to meet state regulatory requirements, protect groundwater resources, and maintain the high standards required for reclaimed water reuse and disposal systems.

In addition to increasing treatment capacity, the project will modernize portions of the existing treatment infrastructure, some of which is nearing the end of its useful life. These improvements will enhance operational resiliency, improve treatment performance, and help ensure the long-term reliability of the City's wastewater system.

On December 12, 2025, RFQ #26-UT-004 was issued. Two (2) timely proposals were received by the submission deadline of January 26, 2026, at 2:00 p.m. The Evaluation Committee met on

February 4, 2026, to review, discuss, and score the proposals received in response to the RFQ. Based on the committee's evaluation of qualifications, experience, and project approach, the firms were ranked from highest to lowest.

The final ranking is as follows:

1. Wharton-Smith, Inc.
2. Garney Companies, Inc.

The Evaluation Committee recommends approval of the final ranking and authorization to enter into negotiations with the top-ranked firm for a pre-construction services agreement. If negotiations with the top-ranked firm are unsuccessful, negotiations will be terminated and initiated with the next highest-ranked firm until a successful agreement is reached.

Additional details regarding the evaluation scoring and ranking are included in the attached documentation.

Budget Impact:

\$2,400,000 is budgeted in 425-5555-580.63-01-WW2630 in the FY 25-26 Adopted Budget. However, this agenda item results in no budget impact as this is seeking authorization to negotiate.

Strategic Impact:

Strategic Initiative 3 – Strengthen and Expand Mount Dora's Infrastructure
Goal 7 – Develop new infrastructure to support sustainable growth management
Objective 7.1 – Expand infrastructure to meet the needs of the community, including completion of the Wastewater Treatment Plant #2 expansion.

Strategic Initiative 4 – Provide High-Quality Services
Goal 10 – Ensure safe and reliable electric and water supply and protect the environment and the public through proper wastewater and stormwater management.

Recommendation:

City Council to approve rankings and authorize negotiation of a contract for CMAR Services for— RFQ 26-UT-004 "Construction Manager at Risk (CMAR) Services for the Wastewater Treatment Plant #2 Expansion" with Wharton-Smith, Inc.

Attachment(s):

1. Attachment #1 RFQ 26-UT-004 Construction Manager at Risk (CMAR) Services for WWTF2 Expansion
2. Attachment #2 Solicitation Response.Garney
3. Attachment #3 Solicitation Response.Wharton
4. Attachment #4 Notice of Intent To Award - RFQ 26-UT-004

Prepared by: Bill Mitchell, City Engineer

Reviewed by:

Whitney Donovan, Purchasing Coordinator

Andrew Marsian, Public Works and Utilities Director

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 3/5/2026

Approved - 3/6/2026

Approved - 3/6/2026

Approved - 3/6/2026

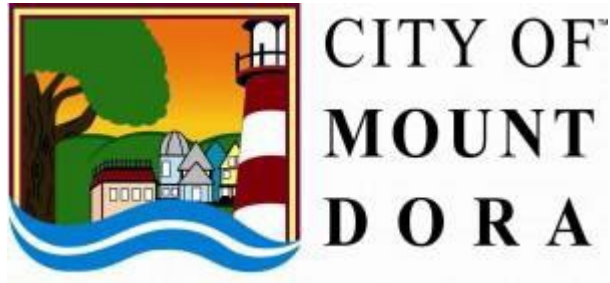
Approved - 3/11/2026

Approved - 3/11/2026

Final Approval - 3/11/2026

Request for Qualification

RFQ #26-UT-004



Construction Manager at Risk Services - Wastewater Treatment Facility #2 Expansion

*Whitney Donovan
Purchasing Coordinator*

LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting Qualifications, via electronic submission, under **RFQ #26-UT-004**. Qualifications will be received **until 2:00 p.m. on January 12, 2026**:

RFQ #26-UT-004
“CONSTRUCTION MANAGER AT-RISK SERVICES –
WASTEWATER TREATMENT FACILITY #2 EXPANSION”

All meetings, unless noted otherwise, will be held via electronic meeting format. Please be advised that dates and times are subject to change and updates will be posted on the City of Mount Dora’s website at www.mountdora.gov, on www.demandstar.com, and in the City Hall Lobby.

The City of Mount Dora does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

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EXHIBIT A - PROJECT DESCRIPTION

EXHIBIT B - SCOPE OF SERVICE

EXHIBIT C - ZOOM OPENING ACCESS INFO

EXHIBIT D - STATE REVOLVING FUND PLANNING DOCUMENT

Electronic responses will be the only method allowed for Bidders to respond to this solicitation. **Electronic responses are to be provided via Euna/DemandStar only.** All submittals must be compatible with Microsoft Office 2007 or later. PDF files are acceptable. Bidding will be done through a secure locked box within the Euna/DemandStar system. Bidders can only view/submit their Bid and will not have access to any other Bidder's submittals. The Bidder's Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The City will then open the Bids. Bidders who are bidding for the first time are strongly encouraged to contact Euna/DemandStar by e-mailing questions to Euna/DemandStar at www.demandstar.com. All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. The City shall not be responsible for delays, internet outages, or any technical issues caused by any occurrence. The City website does not accommodate electronic responses to bids. Receipt of a bid in any other form does not satisfy this requirement. No exceptions will be made.

If you have obtained this document from a source other than directly from Euna/DemandStar you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide Addenda to parties not listed as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your RFQ to ensure you have a complete, up to date package. The Bidder is responsible for verifying they have received all Bid Addenda.

For the purposes of this solicitation, the terms "Bidder," "Proposer," "Respondent," and "Contractor" may be used interchangeably, either with capitalization or without, and shall mean the entity submitting a response to this RFQ. In addition, the terms "Qualification," "Proposal," and "Response," may be used interchangeably, either with capitalization or without, and shall mean the completed written and properly signed submission in response to this RFQ by a Respondent.

CAUTION: Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to ensure that it will be posted on the day prior to the closing date.

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

The City of Mount Dora (the "City") has issued this Request for Qualifications (the "RFQ") with the sole purpose and intent of obtaining Qualifications from interested and qualified Contractors/Firms offering to provide **CONSTRUCTION MANAGER AT-RISK SERVICES FOR WASTEWATER TREATMENT FACILITY #2 EXPANSION.**

An award, if any, will be made to the best overall proposer(s) whose Qualifications is deemed the most advantageous to the City, taking into consideration the evaluation factors set forth in this RFQ. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of 12.26 square miles with a population of approximately 18,896. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City and is responsible for the custody and accounting of funds in each department.

More detailed information on the government and its finances can be found in City's Comprehensive Annual Financial Report for fiscal year **2023-2024** and in the City's Annual Budget for fiscal year **2025-2026**. Copies of these documents may be viewed on www.mountdora.gov. The City is exempt from all state, local, and federal taxes.

C) Inquiries

Direct questions related to this RFQ to Whitney Donovan, Purchasing Coordinator, in writing at: donovanw@mountdora.gov. Please include the page and paragraph number for each question to ensure that questions asked are responded to correctly.

The only official answer or position of the City will be provided in writing from Whitney Donovan, Purchasing Coordinator, at donovanw@mountdora.gov. All inquiries and corresponding answers will be electronically distributed to all firms registered for this RFQ and posted on the City website (www.mountdora.gov) and Euna/DemandStar (www.demandstar.com).

D) Method of Source Selection

The City is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by Resolution 2021-107 and 2024-36 (amendment) establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the Qualification is responsive to the RFQ. Qualifications deemed non-responsive may be rejected without being evaluated by the Evaluation Committee. A responsive Qualification is one which has been signed and submitted by the specified Qualification deadline and includes the information required to be submitted with the Qualification. Poor formatting, poor documentation, and/or incomplete or unclear information may be considered substandard submissions and may adversely impact the evaluation of a Qualification. Respondents who fail to comply with the required and desired elements of this RFQ do so at their own risk.

The Evaluation Committee will be appointed by the City Manager and comprised of a minimum of three (3) City employees and two (2) non-City evaluators from other local government agencies. The Evaluation Committee will make a recommendation to the City Council who will make the final selection(s).

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, solicitation requirements.

E) Pre-Bid/Pre-Proposal Conference

A Pre-Proposal Conference is not applicable to this RFQ.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFQ process.

All Evaluation Committee meetings and any applicable Presentations/Interviews will be held in the City Council Boardroom located at City of Mount Dora City Hall, 510 N Baker Street, Mount Dora Florida, 32757, unless noted otherwise.

Event	Date/Time
Advertise RFQ	December 12, 2025
Last Date for Receipt of Written Questions	December 22, 2025
Addendum Issued (If Applicable)	December 29, 2025
RFQ Opening Date & Time (via ZOOM)	January 12, 2026 @ 2:00 p.m.
Evaluation Committee to Shortlist	January 20, 2026 @ 2:00 p.m.
Shortlisted Firm Presentations/Interviews (if requested)	January 27, 2026 9:00 a.m. – 12:00 p.m.
Evaluation Committee to Recommend	January 27, 2026 12:30 p.m.
Notice of Recommendation	January 27, 2026
City Council Approval (anticipated)	February 17, 2026

2) GENERAL PROJECT DESCRIPTION AND SCOPE OF SERVICES

A) Purpose

The City of Mount Dora is soliciting responses to this RFQ from qualified contractors/firms to provide professional Construction Management At-Risk services for the City's Wastewater Treatment Facility #2 (WWTF2) Expansion project. The WWTF2 is located at 2099 James P. Snell Drive, Mount Dora, Florida, 32757. The cost estimate for this project is approximately One Hundred Ten Million (\$110,000,000.00), including engineering and construction. Construction plans are not available at this time.

The successful CMAR will serve as the City's representative and work with the City's contracted Engineer of Record. The City will require the CMAR to provide pre-construction services such as, but not limited to, production of budget estimates, value engineering, analysis of the design documents for constructability, coordination, detailing, materials, systems (electrical, mechanical, life safety, communications, *etc.*), and the development of a Guaranteed Maximum Price ("GMP") proposal based on 100% completed construction documents.

The GMP will include all costs related to completing the work, including a proposed percentage fee for overhead and profit, which will be negotiated at a not-to-exceed percentage for the project. The CMAR will be required to seek competitive bids for all subcontracted work and materials, which will be included as part of the GMP. The City's Purchasing Division will work closely with the CMAR to establish a procedure to be used for soliciting and selecting subcontractors as well as material suppliers. The City anticipates the lowest-priced responsive and responsible material supplier and subcontractors will be selected.

Proposers shall be capable of obtaining and providing performance and payment bonds for 100% of the City-accepted GMP amount. A letter documenting bonding capacity from a highly rated Surety **must be included** in a Bidder's submittal to this RFQ. Not submitting a letter confirming bonding capacity will result in such Bidder's proposal being deemed non-responsive and disqualified.

B) Project Description

See **Exhibit A** of this RFQ for the detailed project description. In general, the expansion will increase the permitted flow from 1.5 million gallons per day ("MGD") (adjusted for ongoing

improvements) to 3.5 MGD. State Revolving Funds will be used to fund this project. See **Exhibit D** of this RFQ for the “City of Mount Dora State Revolving Fund Planning Document for Wastewater Treatment Facility #2 Expansion.” The report developed recommendations that will form the basis of the design.

C) Services to be Provided

SEE **EXHIBIT B** FOR THE DETAILED SCOPE OF WORK TO BE PERFORMED.

The project will include, but not necessarily be limited to, the following improvements:

- i. Screening & Grit Removal
- ii. Flow Equalization
- iii. Odor Control
- iv. Biological Process
- v. Clarifiers
- vi. Filters
- vii. Chlorine Contact & Effluent Pumping
- viii. Reclaimed Water Storage Tank & High Service Pumps
- ix. Sludge Holding Tank(s) & Screw Press Dewatering
- x. Chemical Storage Facility
- xi. Electrical Buildings and Modifications to Existing Buildings
- xii. Electrical & Instrumentation
- xiii. Storm Water

3) TERMS AND CONDITIONS OF CONTRACT

A) Generally

The City will develop a contract/agreement for pre-construction services, and it will later be amended based upon markup percentage negotiations and approved GMP with the successful Contractor. The Contractor shall be required to return a signed City contract/agreement.

A contract/agreement resulting from this RFQ shall be subject to the terms and conditions set forth in a City contract and any terms and conditions included in this RFQ. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance, and/or service agreements or other documents provided by the Contractor with their Response.

B) Contract Period

The contract period will remain in full effect until the final written acceptance of project is issued to the Contractor by the City. Contract renewals are not applicable to this RFQ.

4) MINIMUM CONTRACTOR QUALIFICATIONS

To be considered for this RFQ, a Bidder must meet the mandatory minimum qualifications listed below, subject to the City’s right to waive minor irregularities. Bidders shall provide proof of the minimum qualification by furnishing copies of letters, certificates, *etc.*, as applicable, which

clearly document said qualifications.

Bidders must:

- i. Be in good standing and must not be listed in the System for Award Management (SAM) as an excluded party.
- ii. Be a Certified General Contractor licensed to do business in the State of Florida.
- iii. Have and maintain active and current license(s) required by the Bidder, whose businesses and professions are regulated by the Florida Department of Business and Professional Regulation must be active and current for the duration of the contract.
- iv. Have been issued a certificate of authority through the Department of State in compliance with Florida Statute § 607.1501. Bidders shall provide documentation to demonstrate meeting this minimum requirement with their responses, which will include applicable local business tax receipts, State of Florida corporation documents with date of inception, and the certificate of authority. **In addition, Bidders must provide a Sunbiz report showing their company registered as “Active.”**
- v. Provide all professional licenses that qualify the firm for the type of work identified herein.
- vi. If a Bidder is not a single prime contractor, the Bidder must list all subcontractors to be used for this project and the subcontractors’ professional licenses.
- vii. Have a minimum of five (5) years’ experience in public commercial construction of 5-stage advanced wastewater treatment facilities (5-stage AWT) of 1 million gallons per day or greater in the State of Florida, possessing specialized equipment, and employing trained personnel.

5) GENERAL TERMS AND CONDITIONS

A) Licenses

The successful Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable federal, state and local law, statute, ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the proposal response indicating that the Contractor as well as the team assigned to the City account are properly licensed to perform the activities or work included in the RFQ and contract documents. The successful Contractor will be required to obtain a business tax receipt from the City of Mount Dora.

If you have questions regarding required professional licenses and business tax receipt contact the City’s Finance Department at (352) 735-7120.

B) Principals/Collusion

By submission of a Response to the RFQ, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal, as principal or principals, is/are named in the Response and that no other person has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection to any other person, company or parties, and

that this Response is, in all respects, fair and submitted in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties that the Contractor shall be considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Termination

Should the Contractor be found to have failed to perform the services in a manner satisfactory to the City, the City may terminate the contract immediately for cause; further the City may terminate the contract for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

F) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

G) Indemnity

The successful proposer shall indemnify and hold the City harmless from any and all liabilities, damages, losses and costs, recognizing any applicable limitations under Florida law, with such indemnification and hold harmless requirements included in the final contract executed between the City and said successful proposer.

H) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or of any of its rights or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) Fund Availability

Any contract executed for the services set forth in this RFQ shall be subject to City's fund availability.

J) Lobbying by Contractors/Solicitation Cone of Silence

All proposers are hereby placed on **NOTICE** that the City **WILL NOT BE** lobbied, either individually or collectively, about a matter for which a proposer has submitted a Response to this RFQ.

Proposers are not to contact the Mayor or members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the RFQ process, from solicitation announcement to final Council approval, no firm or their agent shall contact any employee of

the City in reference to this RFQ, with the exception of the Finance Director or the Director's designee(s) for questions related to the solicitation or the process. Failure to abide by this provision will serve as grounds for disqualification under this RFQ.

K) Single Proposal

Each Proposer must submit with their Proposal all required forms included in this RFQ. Only **one** Proposal from a legal entity as a primary will be considered. A legal entity that submits a Proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a subconsultant to any other firm submitting under the same RFQ.

L) Protest Procedures

Any appeal or protest to this RFQ shall be governed by the City of Mount Dora's Purchasing Policies and Procedures.

M) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to the City; may not submit a bid, proposal, or reply on a contract with the City for the construction or repair of a public building or public work; may not be awarded or perform work as a contractor, supplier, consultant, subcontractor, or subconsultant under a contract with the City; and may not transact business with the City for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

N) Conflict of Interest

Proposer shall complete the Conflict-of-Interest Affidavit included as an attachment to this RFQ document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and/or preclude conflict of interest situations during the selection, award, and contract execution processes.

O) Responsible Vendor Determination

Prospective Vendor is hereby notified that Florida Statute § 287.05701 requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the responding party is a responsible Vendor.

P) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following:

- i. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time.
- ii. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids/proposals, responses, and/or quotes.

- iii. Immediate termination of any contract held by the individual and/or firm for cause.

Q) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. 1324, and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

R) Scrutinized Company List – State of Florida Requirement

Pursuant to Fla. Stat. § 287.135, a company or other entity is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of:

- i. One hundred thousand dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Fla. Stat. § 215.4725, or is engaged in a boycott of Israel; or
- ii. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: (i) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Fla. Stat. § 215.473; or (ii) is engaged in business operations in Cuba or Syria.

The Respondent representative authorized to sign on the required form found below on behalf of the bidder CERTIFIES that the entity identified as the Respondent is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not on the Scrutinized Companies or Other Entities that Boycott Israel List or participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. Authorized representative understands that pursuant to Fla. Stat. §§ 287.135 and 215.473, the submission of a false certification may subject the Respondent to civil penalties, attorneys' fees, and/or costs. A copy of the current list of "Scrutinized Companies" can be found at the following link: <https://www.sbafla.com/reporting/>.

S) Billing Instructions – Awarded Contractor

Specific format of the invoice will be addressed between the City and the successful contractor prior to submission of the first invoice. Payment will be made in accordance with the Florida Local Government Prompt Payment Act, as amended from time to time.

6) INSTRUCTIONS FOR BID/PROPOSAL

A) Compliance with the RFQ

Proposals must be in strict compliance with this RFQ. Failure to comply with all provisions of the RFQ may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this RFQ, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is therefore imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's insurance obligations shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of or lack of sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's response.

C) Acknowledgment of Bonding Requirements

By signing its Response, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this solicitation. Requirements for this solicitation are checked.

☐ Not Applicable.

☐ Bid Bond: Shall be submitted with bid response in the most recent form of an AIA. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected. In the event the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☒ Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted to the Purchasing Coordinator within 10 business days of receipt of the City's amended agreement reflecting acceptance of the GMP cost proposal. The bond will be issued for 100% of the total GMP cost. The cost shall be borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as A or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Fla. Stat. § 287.0935 shall

govern the rating and classification of the surety.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the contract documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the City's approval.

D) Delivery of Proposals

All Proposals are to be delivered before 2:00 p.m. on or before January 12, 2026 via electronic submission at www.demandstar.com only. There is no cost to proposer for submitting a response. The City shall bear no responsibility for Proposals submitted past the stated date and/or time indicated.

See **Exhibit C** for RFQ Opening - ZOOM access details.

E) Standard Evaluation of Proposals (Procedure)

The City's procedure for selecting is as follows:

- i. An Evaluation Committee of at least three (3), but always an odd number, will be selected to review all responsive Qualifications.
- ii. Subsequent to the closing of this RFQ, the Purchasing Coordinator shall review the Proposals received and verify whether each Proposal appears to be responsive to the requirements of the published RFQ.
- iii. All Evaluation Committee members shall review the issued Request for Qualifications.
- iv. Prior to the first Evaluation Committee meeting, if not included in the solicitation document, the City will post a notice announcing the date, time, and place of the first Evaluation Committee meeting. Said notice shall be posted in the lobby of the City Hall, on www.demandstar.com, and on the City's website not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
- v. The Evaluation Committee members shall review each responsive Qualification individually and score each Qualification based ONLY on the evaluation criteria stated herein.
- vi. The Evaluation Committee will compile individual rankings for each Qualification to determine committee recommendations. The Evaluation Committee may elect to schedule interviews/presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation for shortlist, or award if deemed so by the EC, will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the

written submittals alone, then the Evaluation Committee will request the Purchasing Coordinator to schedule at least the top three (3) ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this RFQ at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Qualification by the City or a submission of a Qualification to the City confers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Qualification does not guarantee issuance of any other governmental approval.

F) Ambiguity, Conflict, or Other Errors in the RFQ

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, Proposer shall immediately notify the Purchasing Coordinator of such error in writing and request modification or clarification of the document. The Purchasing Coordinator will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this RFQ.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFQ prior to submitting a Response or such ambiguity, conflict, discrepancy, omission or other error shall be waived to be determined by the City in its sole discretion.

G) Qualification, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Response to this RFQ, nor for the presentation of its Response and/or participation in any discussions, negotiations or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Response received, to reject any or all Responses received, to re-solicit for new Responses, if desired, and upon recommendation and justification by the City to accept the Response which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Response which is incomplete, conditional, obscured, or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or refusal to enter into the City contract, the City reserves the right to accept the Response of any other proposer or to re-advertise/re-solicit using the same or revised documentation, in its sole discretion.

I) Requests for Clarification of Qualifications

Requests by the Purchasing Coordinator to a proposer(s) for clarification of a Response shall be in writing. A proposer's failure to respond to a request for clarification may deem proposer to be non-responsive and may be just cause to reject its Response.

J) Validity of Responses

No Response may be withdrawn after it is filed unless the proposer makes such a request in writing to the City prior to the time set for the closing of the RFQ.

All Responses shall be valid for a period of one hundred twenty (120) days from the submission date to accommodate the evaluation and selection process.

K) Response Format

The Response shall be deemed an offer to provide services to the City. In submitting a Response, the Proposer declares that the Proposer understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposers agree that if the contract is awarded it will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Responses, all Responses must conform to the guidelines set forth in this RFQ. Any portion of a Response that does not comply with these guidelines must be so noted; however, any Response that contains such variances may be considered non-responsive.

Responses should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFQ.

The items listed below shall be submitted with each Response and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by a tab or tab "page." Failure by a proposer to include all listed items may result in the rejection of its Response.

L) Proposal Requirements

Title Page:

RFQ #26-UT-004 - CONSTRUCTION MANAGER AT-RISK (CMAR) SERVICES -
WASTEWATER TREATMENT FACILITY #2 EXPANSION

Table of Contents:

TAB I. - STATEMENT OF INTEREST AND INTRODUCTION:

The responding firm (or the lead firm if subcontractors are proposed) will provide a letter, on letterhead, not exceeding three (3) pages, which serves as a statement of interest and introduction to the submittal. If subcontractors are proposed, each subcontractor must provide a similar letter not exceeding two (2) pages.

Project Objectives: A general description of the Contractor's approach to providing the services required for the project.

Implementation schedule: A projected schedule showing the estimated amount of time to be allotted for completion of construction services under the project using a Critical Path Method.

Project work program and flow chart: Provide a detailed description and discussion of the Contractor's intent for addressing the work in each part of the project. Include a discussion of any substantive or innovative ideas used by the firm on similar projects. Provide suggestions that the firm believes will simplify the work required by the RFQ and that will

result in lower costs. “Similar” shall be defined as wastewater treatment facility expansions of 1 MGD or larger 5-Stage AWT.

TAB II. - BUSINESS/FIRM HISTORY AND INFORMATION:

A brief narrative not exceeding three (3) pages of the corporate history of the firm, length of time in business under the same name, and the Contractor’s capabilities. The Response should clearly identify your organization’s general government experience in providing the services requested. Be specific as to the number of years providing the specific services requested. Demonstrate corporate experience performing projects similar to that described by the RFQ. “Similar” shall be defined as wastewater treatment facility expansions of 1 MGD or larger 5-Stage AWT.

Include a list of five (5) similar completed projects, the construction cost/GMP of the project, the start and completion dates, and (if there was any) total negative or total positive change order to the GMP for the project. Do not include current or active projects.

TAB III. - QUALIFICATIONS AND EXPERIENCE OF THE ASSIGNED PROJECT TEAM:

A description not exceeding two (2) pages of the proposed project team. This description should provide the names, titles, firm names (if subcontractors are involved), and clearly identify the proposed role in the project team for each person.

Provide a current organizational chart of the firm and identify each principal of the firm and any other key personnel who will be professionally associated with the engagement.

For each person (not exceeding three (3) pages each), a brief description of qualifications which will include at a minimum, the professional qualifications for each person, and a summary of experience on projects similar to that described by this RFQ, and a summary of experience on projects same or similar to that described by this RFQ. “Similar” shall be defined as wastewater treatment facility expansions of 1 MGD or larger Stage-5 AWT. This summary of experience will describe the services provided and total construction cost. Include experience with local governments and other public entities. Also, identify the role the aforesaid individuals will assume in the contract with the City.

TAB IV. QUALITY CONTROL, SANCTIONS, AND ADVERSE LITIGATION:

Include a descriptive statement not exceeding four (4) pages of the Contractor and firm’s litigation history, including, but not limited to, construction defaults, construction defects, breach of contract, *etc.* If subcontractors are involved, this statement will include litigation of the same types involving the subcontractors.

Provide a summary of any and all litigation, claim(s), and/or contract dispute(s) filed by or against the Respondent in the past ten (10) years that are related to the services that Respondent provides in the regular course of business. The summary will separate litigation filed by Respondent from litigation filed against Respondent and for each will include the Court, case style, case number, the nature of the litigation, the outcome or projected outcome, and the monetary amounts involved for all such lawsuits. The summary will also include a separate list of any claim or contract dispute which has been asserted against the Respondent,

but which has not been filed in a court of law. Such list shall include the names of the parties making the claim or asserting the contract dispute, a brief description of such claim or contract dispute, the outcome or projected outcome, and the monetary amounts involved.

TAB V - APPROACH TO THE PROJECT:

This section will include a statement of the Contractor's approach to the project described herein. This statement of approach should not exceed ten (10) pages of narrative. If desired, this section may include up to five (5) additional pages of sketches, drawings, or other graphic material if required to explain, clarify, or demonstrate the Contractor's approach to the project. Contractors are encouraged to submit innovative, quality, professional and effective solutions. Contractors are advised that all materials submitted become a public record upon opening of sealed submittals; therefore, no materials submitted for this section or any other part of this RFQ should contain proprietary or confidential information. A few general guidelines for this section are provided below; however, it is the City's intention to provide responding contractors with as much flexibility as possible in this section.

The statement of approach should begin with an introductory and overview section that describes the Contractor's understanding of the services required.

The body of the statement of approach should describe the Contractor's method of addressing the requirements of the project. Describe your understanding of the scope of services and the City's needs, your approach to providing the described services, any specialized skills available and any special considerations or possible difficulties in providing the described services.

TAB VI - SCOPE RESPONSE/ADDITIONAL INFO/EXCEPTIONS/REQUIRED FORMS:

See Section 7 of this RFQ.

ALL REQUIRED FORMS MUST be completed and returned with your submittal.

Additional Information should include any information not previously noted that supports your overall submittal. This section should also include any exceptions to the RFQ.

M) Qualification Evaluation Committee and Evaluation Factors

All responsive Qualifications will be subject to a review and evaluation process. It is the intent of the City that all Respondents responding to this RFQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Qualifications received in its evaluation and award process. For evaluation purposes, the term "responsible" means a business entity or individual who is fully capable to meet all the requirements of the solicitation and subsequent contract; possesses the full capability, including financial and technical capability, to perform as contractually required; and is able to fully document the ability to provide good faith performance.

Qualifications shall include all the information solicited in this RFQ and any additional data that the Respondent deems pertinent to the understanding and evaluating of the Qualifications. Respondents should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations

may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Respondents submitting the required criteria will have their Qualification response evaluated by an evaluation committee and scored for non-price factors.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more Qualification submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide Respondents with an opportunity to answer any questions the City may have on a Qualification submittal.

Respondents submitting the required criteria will have their Qualification(s) submittal evaluated by Evaluation Committee members and scored to include the following criteria:

Submissions will be evaluated on a total score basis, with a maximum score of five hundred (500) possible. The following criteria will be used in the evaluation process to determine the successful respondent(s):

Evaluation Criteria	Maximum Criteria Points Assigned	Assigned Weight	Maximum Score Possible
Statement of Interest & Introduction; Project Objectives; Implementation Schedule; Project Work Program & Flow Chart (Tab I)	20	5	200
Business/Firm History & Information; Qualifications & Experience of the Assigned Project Team; Quality Control, Sanctions, & Adverse Litigation (Tabs II, III, IV)	40	5	100
Approach to the Project (Tab V)	30	5	150
Scope Response/Additional Info/Exceptions/ Required Forms (Tab VI)	10	5	50
Total	100	N/A	500

N) Formal Oral Presentation/Interview Scoring (if requested):

If requested by the Evaluation Committee, a second Evaluation Committee meeting will be coordinated with the shortlisted vendors by the City Purchasing Division. This meeting will provide each of the shortlisted vendors 15 minutes to present information, with focus on the items listed below in the “Weighted Evaluation Criteria for Final Ranking,” and followed by a 30-minute random question and answer period. The Contractor presentation is to be supported by a hard copy hand-out without reliance on a computer power point show unless otherwise directed in writing. Each of the shortlisted contractors may have no more than three (3) people participating in this meeting.

The City reserves the right to ask participating firms any questions deemed relevant by the Evaluation Committee Members. The initial focus, however, will be on the quality of the interview, including whether the questions were appropriately answered by Contractor and in a clear and concise manner.

If Presentation/Interview sessions are requested for shortlisted firms the following scoring process will apply: A maximum of four (4) points can be assigned to each firms’ session. The points assigned will be multiplied by a weight of 2.5 to equal a maximum of 10 possible points for a final scoring.

After shortlisted Contractors/Firms have completed Presentation/Q&A sessions, the Evaluation Committee members will complete the Presentation/Q&A scoring forms with Purchasing totaling the forms. Scoring for this phase will NOT be combined with the previous phase. The score of each Evaluation Committee member will be tallied individually for each Contractor/Firm. Each Evaluation Committee member’s score will then be converted to a ranking number for each Contractor/Firm with Number 1 being the highest ranked, Number 2 the second, and so on. A final ranking of the shortlisted Contractors/Firms will be announced based on final ranking.

The Presentation/Interview final scoring will determine the final ranking of shortlisted Contractors/Firms.

O) Drug-Free Workplace:

In accordance with Fla. Stat. § 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Responses which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Response received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. **NOTE:** In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Mount Dora, these services should be identified and included in the request response.

P) Tiebreaker:

If there are tie bids, meaning everything except the information relating to the bidder is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- The bidder that has an existing Business Tax Receipt within the City limits.
- Prior contract with the City performed satisfactorily will result in the win of a tiebreaker and prior contract with the City performed unsatisfactorily will result in the loss of a tiebreaker.
- Timeliness of delivery may be used as a final tiebreaker if the above does not result in an award.

7) FEDERAL CONTRACT PROVISIONS

By submitting a proposal for this project the proposer agrees to comply with the applicable provisions of all Federal, State, and local orders, statutes, ordinances, rules, and regulations that may pertain to the services required under this RFQ and resulting contract, which may include, but is not limited to, the applicable provisions of 2 C.F.R. Part 200, Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards:

- A. REMEDIES.** When the City expends federal funds under the applicable contract in excess of the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. § 1908, the City reserves all rights and privileges under the applicable laws and regulations with respect to the applicable contract in the event of breach of contract by either Party.
- B. TERMINATION FOR CAUSE AND FOR CONVENIENCE.** The Parties shall comply with the termination for cause provision and the termination for convenience provisions in the Contract.
- C. EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, if the applicable contract meets the definition of “federally assisted construction contract” in 41 CFR § 60-1.3, Contractor agrees as follows during the performance of the Contract:
1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Contractor's noncompliance with the nondiscrimination clauses of the applicable contract or with any of the said rules, regulations, or orders, the applicable contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT.

1. **Davis-Bacon Act.** If applicable under the contract, Contractor certifies that all transactions relating to the contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as may be applicable. Contractor shall comply with 40 U.S.C. §§ 3141-3144 and 3146-3148 and the requirements of 29 CFR Part 5, as applicable, including, but not limited to, paying wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay such wages not less than once a week.
2. **Copeland “Anti-Kickback” Act.** Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into the applicable contract. Contractor and any subcontractor shall insert in any subcontracts this subsection and such other clauses as the applicable federal agency may require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with this subsection. A breach of this subsection may be grounds for termination of the applicable contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. If the City expends federal funds in excess of \$100,000 under the applicable contract, and the contract involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1. **Overtime Requirements.** No contractor or subcontractor contracting for any part of any work under the Contract which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of Subsection (E)(1) above, Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, Contractor and any subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of Subsection (E)(1) above, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by Subsection (E)(1) above.
3. **Withholding for Unpaid Wages and Liquidated Damages.**
 - i. *Withholding Process.* The City may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from Contractor so much of the accrued payments or advances as may be considered necessary to

satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section (E), any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act (“CWHSSA”) that is held by the same prime contractor (as defined in 29 CFR § 5.2). The necessary funds may be withheld from Contractor under the applicable contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the CWHSSA and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy Contractor’s liability for which the funds were withheld.

- ii. *Priority to Withheld Funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 CFR §§ 5.5(a)(2)(i) or (b)(3)(i), or both over claims to those funds by:
 - A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its reprocurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - D. A contractor's assignee(s);
 - E. A contractor's successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. §§ 3901-3907.
4. **Subcontracts.** Contractor and any of its subcontractors must insert in any subcontracts the clauses set forth in Subsections (E)(1)-(5) of this Section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Subsections (E)(1)-(5) of this Section. In the event of any violations of these clauses, Contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
 - i. Notifying any contractor, including Contractor, of any conduct which the worker reasonably believes constitutes a violation of the CWHSSA or its implementing regulations in this part;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 - iv. Informing any other person about their rights under CWHSSA or this part.
6. **CWHSSA Required Records Clause.** If the applicable contract is subject only to the CWHSSA and not to any of the other laws referenced by 29 CFR § 5.1, Contractor and any subcontractor must maintain regular payrolls and other basic records during the course of the work and must

preserve them for a period of three (3) years after all the work on the TA is completed for all laborers and mechanics, including guards and watchpersons, working pursuant to the applicable contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. The records to be maintained under this subsection must be made available by Contractor or any of its subcontractor for inspection, copying, or transcription by authorized representatives of the City and the Department of Labor, and Contractor or its subcontractor will permit such representatives to interview workers during working hours on the job.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient agree to comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

- 1. Clean Air Act.** If the City expends federal funds in excess of \$150,000 under the applicable contract, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the applicable Federal Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by applicable Federal Agency.
- 2. Federal Water Pollution Control Act.** If the City expends federal funds in excess of \$150,000 under the applicable contract, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to applicable Federal Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by applicable Federal Agency.

H. DEBARMENT AND SUSPENSION. Contractor understands that a contract award (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.” If the applicable contract is a “covered transaction” for purposes of 2 CFR Part 180 and 2 CFR Part 3000, Contractor certifies that Contractor has verified that none of Contractor’s principals or its affiliates are excluded or disqualified. Contractor also certifies that it has or will verify that all subcontractors performing work pursuant to the applicable contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements of 2 CFR § 180.220. The certification in this Section is a material representation of fact relied upon by the City. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or

debarment. Contractor agrees to comply with the requirements of 2 CFR § 180.220 throughout the contract period. Contractor further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

I. BYRD ANTI-LOBBYING AMENDMENT. When federal funds in excess of \$100,000 are expended by the City pursuant to the applicable contract, Contractor certifies that throughout the contract period Contractor shall be in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractor further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, Contractor shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this Section I be included in all covered subcontracts exceeding \$100,000 in Federal funds, at all appropriate tiers, and that all subcontracts shall certify and disclose accordingly.

J. PROCUREMENT OF RECOVERED MATERIALS. Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, making maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) competitively within a timeframe providing for compliance with the Contract performance schedule; (ii) meeting Contract performance requirements; or (iii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

K. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. If federal funds are expended by the City pursuant to the applicable contract, Contractor that Contractor shall comply with 2 CFR § 200.216.

1. **Definitions.** As used in this Section, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in applicable Federal Agency policy.
2. **Prohibition.**
 - i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - ii. Unless an exception in Subsection 3 of this Section applies, Contractor and its subcontractors

may not use grant, cooperative agreement, loan, or loan guarantee funds from applicable Federal Agency to:

- A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- B. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- C. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- D. Provide, as part of its performance of the contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

- i. This Section does not prohibit contractors from providing:
 - A. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - B. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - A. Covered telecommunications equipment or services that are not used: (1) as a substantial or essential component of any system; and (2) as critical technology of any system.
 - B. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting Requirement.

- i. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in Subsection 4.ii. of this Section to the recipient or subrecipient, unless elsewhere in the contract are established procedures for reporting the information.
- ii. Contractor shall report the following information pursuant to Subsection 4.i. of this Section:
 - A. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - B. Within 10 business days of submitting the information in Subsection 4.ii.A. of this

Section: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. Contractor shall insert the substance of this Section K, including this Subsection 5, in all subcontracts and other contractual instruments.

L. DOMESTIC PREFERENCES FOR PROCUREMENTS. As appropriate, Contractor shall, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this Section, “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

M. DHS LOGO. Contractor acknowledges and agrees that Contractor must obtain written permission from the U.S. Department of Homeland Security (“DHS”) prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

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8) REQUIRED FORMS - (ALL MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL)

- A) Proposers Checklist Form
- B) Proposers Qualification Form
- C) Fla. Stat. § 287.138 Certification Form
- D) Affidavit of Compliance with Fla. Stat. § 288.0071
- E) Vendor Certification Regarding Scrutinized Companies' List
- F) Human Trafficking Affidavit Form
- G) Grant Funding Compliance Form
- H) Trench Safety Act Form
- I) Conflict of Interest Affidavit Form
- J) Declaration Statement Form
- K) Insurance Requirements Form
- L) Drug Free Workplace Certification Form
- M) Non-Collusion Affidavit of Prime Bidder Form
- N) Acknowledgements Form
- O) Compliance with Public Records Law Form
- P) Reference Form
- Q) Public Entity Crimes Statement Form
- R) Firm Information Form
- S) Subcontractor Listing Form
- T) Completed W9
- U) Addenda (if applicable)

PROPOSER CHECKLIST

IMPORTANT: Please read carefully, sign in the spaces indicated, and return with your Response.

Proposer should check off each of the following items as the necessary action is completed:

- ☐ All applicable forms have been signed and included
- ☐ All information as requested in the Proposer's Qualification Form is included.
- ☐ Any addenda have been signed and included.
- ☐ The Response will be **electronically** delivered in time to be received no later than the specified **due date January 12, 2026 and time of 2:00 pm.** (Otherwise the Response WILL NOT be considered.)

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

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PROPOSER QUALIFICATION FORM

Have you, at any time, failed to complete a contract? ☐ Yes ☐ No

CONTRACT TOTALS:

List total contract amounts for work performed on all completed similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Totals must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ _____ Total Contract Amounts for work done on all past related projects.

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the Proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of Proposals without prejudice.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

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FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

**AFFIDAVIT OF COMPLIANCE WITH FLA. STAT. § 288.0071
ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN**

Before me, a notary public, in and for the State of Florida – at large, personally appeared,
_____, and having first made due oath or affirmation, states:

(Write Name Here)

1. My name is _____.

(Write Name Here)

2. I am the _____ of _____.

(Insert Job Title)

(Insert Company Name)

3. The Company was formed in _____ and is a _____.

(Country and State)

(List the Type of Entity (ex.: LLC, Inc., etc.))

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:

- a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where "controlled by" means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
- b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this _____ day of _____, 202____.

BY: _____

Signature of Affiant

Printed Name

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2025, by _____, who personally swore that he/she is authorized to execute this Agreement and thereby bind the Company, and who ☐ is personally known to me or ☐ has produced _____ as identification.

(stamp)

NOTARY PUBLIC

SCRUTINIZED COMPANIES LISTS CERTIFICATION

Respondent/Company Name: _____

Name of Company: _____

FEIN: _____

Authorized Representative's Name and Title _____

Address: _____

Phone Number: _____ Email Address: _____

Section 287.135, Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services equal to or over one hundred thousand dollars (\$100,000.00) if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to s. [215.4725](#), or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services equal to or over one million dollars (\$1,000,000.00) if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), Florida Statutes or is engaged in any business operations with Cuba or Syria. .

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link: <https://www.sbafla.com/reporting/>.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or the Scrutinized Companies or Other Entities that Boycott Israel and is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent to civil penalties, attorneys' fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services of one hundred thousand dollars (\$100,000.00) or more, it has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Certified By: _____

Authorized Signature (Name and Title): _____

Print Name: _____

Print Title: _____

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Fla. Stat. §787.06, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the “Governmental Entity”).

The undersigned, on behalf of the entity listed below (the “Nongovernmental Entity”), hereby attests under penalty of perjury as follows:

- 1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
- 2. I am an officer or representative of _____, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
- 3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in §787.06, Florida Statutes, as may be amended from time to time.
- 4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
- 5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

Authorized Signature

Company

Printed Name

Title

STATE OF FLORIDA
CITY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____ 2025, by _____, who personally swore that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who ☐ is personally known to me or ☐ has produced _____ as identification.

(stamp)

NOTARY PUBLIC

**GRANT FUNDING COMPLIANCE
STATEMENT AND CERTIFICATION**

Project Name: _____

Project Number: _____

Project Location: _____

CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state and/or federal grant funding requirements, to the extent applicable to the Project, and that any and all applicable local, state and/or federal grant funding requirements shall be included within the agreement resulting from this solicitation _____.

Dated this ____ day of _____ 2025, I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly and that I am the same individual who is authorized to execute any Agreement resulting from this solicitation _____.

Name of Firm

Signature

Printed Name

Title

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2025, by _____, who personally swore that he/she is authorized to execute this Agreement and thereby bind the proposer, and who ☐ is personally known to me or ☐ has produced _____ as identification.

(stamp)

NOTARY PUBLIC

**TRENCH SAFETY ACT COMPLIANCE
STATEMENT AND CERTIFICATION**

Project Name: _____

Project Number: _____

Project Location: _____

INSTRUCTIONS

Florida Statute Sections 553.60-553.64 (Trench Safety Act), requires all proposers to comply with the Occupational Safety and Health Administration (OSHA), Standard 29 C.F.R. s. 1926.650 Subpart P, to certify compliance with such safety standards and to provide compliance cost information which shall be incorporated into the Bid/Proposal submitted for this Project.

The authorized representative for the Bidder/Proposer must execute this form in the presence of a Notary Public and must also be the individual who is authorized to execute any resulting Agreement.

CERTIFICATION

1. I hereby acknowledge that Florida Statute Sections 553.60-553.64 (Trench Safety Act) requires compliance with OSHA, Standard 29 C.F.R. s. 1926.650 Subpart P, and I hereby agree to comply with the Trench Safety Act and all safety standards set forth therein at all trench excavations on this Project which are in excess of five (5) feet in depth.

2. The estimated cost imposed for compliance with the Trench Safety Act will be:

_____ Dollars (\$ _____)
(Written) (Figures)

3. The amount listed above has been included within the Bid/Proposal for this Project and the specifications related to the same are listed hereafter.

4. The following method or methods will be used for compliance with the Trench Safety Act:
(Please mark all that apply)

☐ SLOPING ☐ SHORING ☐ TRENCH BOX ☐ OTHER

5. The cost for complying with the Trench Safety Act is included as part of the lump sum or unit price proposal contained in the Bid/Proposal Response.

The cost for complying with this requirement is:

a. Cost per linear foot of trench excavation \$ _____

b. Cost per square foot of shoring used \$ _____

I hereby certify the above statements on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly.

Name of Firm

Signature

Printed Name

Title

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____ 2025, by _____, who personally swore that he/she is authorized to execute this Agreement and thereby bind the proposer, and who ☐ is personally known to me or ☐ has produced _____ as identification.

(stamp)

NOTARY PUBLIC

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CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the Proposer, and its employees, officers and/or agents, certifies, and hereby discloses, that, to the best of its knowledge and belief, all relevant facts, concerning past, present or currently planned interest or activity (financial, contractual, organizational or otherwise) which relates to the proposed work and bears on whether the Proposer and/or any of its employees, officers and/or agents, has a possible conflict, have been fully disclosed.

Additionally, the Proposer and its employees, officers and/or agents, agree to immediately notify in writing the City of Mount Dora Purchasing Department, if any actual or potential conflict of interest arises during the solicitation process.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____ 2025, by _____, who personally swore that he/she is authorized to execute this Agreement and thereby bind the proposer, and who ☐ is personally known to me or ☐ has produced _____ as identification.

(stamp)

NOTARY PUBLIC

DECLARATION STATEMENT

City of Mount Dora
510 N. Baker Street
Mount Dora, FL
32757

RE: RFQ #26-UT-004 “Construction Manager at Risk (CMAR) Services for Wastewater Treatment Facility #2 Expansion”

Dear Mayor and Council Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFQ #26-UT-004 “CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR WASTEWATER TREATMENT FACILITY #2 EXPANSION.”**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____
_____, 20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

-
- | | |
|--|--|
| ☒ 1. Workers' Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| ☒ 2. Commercial General Liability
<u>Damage</u>
after the current I.S.O form with no limiting endorsements. | <u>Bodily Injury & Property</u>
(Occurrence Form) patterned

<u>\$2,000,000</u> single limit per occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
- This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.
- | | |
|--|---|
| ☒ 4. Automobile Liability | \$ <u>500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Occurrence Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Builder's Risk Insurance at 100% of GMP amount. | |
| ☒ 8. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 9. The City of Mount Dora must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS

(Continued)

- ☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state “**RFQ #26-UT-004 CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR WASTEWATER TREATMENT FACILITY #2 EXPANSION.**”

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of RFQ.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require 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.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the company responding to this solicitation certify that it has implemented a drug-free workplace program in accordance with the provision of Florida Statutes, Section 287.087, as stated above?

☐ YES
☐ NO

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

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

State of _____
County of _____

_____, being first duly sworn, deposes and says that:

I am the _____ of _____, (Proposer) which has submitted a Response to City of Mount Dora RFQ #26-UT-004.

I am fully informed respecting the preparation and contents of the Response to RFQ #26-UT-004, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #26-UT-004, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFQ #26-UT-004 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email Fax No.

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____ 2025, by _____, who personally swore that he/she is authorized to execute this Agreement and thereby bind the Proposer, and who ☐ is personally known to me or ☐ has produced _____ as identification.

(stamp)

NOTARY PUBLIC

ACKNOWLEDGEMENTS

RFQ #26-UT-004

“CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR WASTEWATER TREATMENT FACILITY #2 EXPANSION”

**To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757**

_____(Proposer) guarantees

its Response to RFQ #26-UT-004 for a period not to exceed one hundred twenty (120) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Dated this _____ day of _____,
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

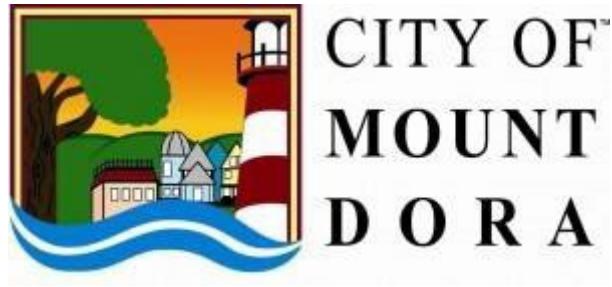
Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

Remainder of Page Intentionally Left Blank



**COMPLIANCE WITH THE PUBLIC RECORDS LAW
RFQ #26-UT-004**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2025, by _____, who personally swore that he/she is authorized to execute this Agreement and thereby bind the Proposer, and who ☐ is personally known to me or ☐ has produced _____ as identification.

(stamp)

NOTARY PUBLIC

REFERENCE FORM

Provide the business names, contact person, email and telephone number of four (4) references for which the Proposer has provided services in the past similar to the services described in this RFQ for three (3) years or more within the last five (5) year period. Do not include active projects. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
2. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
3. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
4. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

PUBLIC ENTITY CRIMES

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: _____ [NAME] as the _____ [TITLE] of _____ [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is _____.
2. I understand that a “public entity crime” as defined in Florida Statute Section 287.133(1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Florida Statutes Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Florida Statutes Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Florida Statutes Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTE SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____ 2025, by _____, who personally swore that he/she is authorized to execute this Agreement and thereby bind the Proposer, and who ☐ is personally known to me or ☐ has produced _____ as identification.

(stamp)

NOTARY PUBLIC

FIRM INFORMATION

Firm is a:

- () Corporation
() Partnership
() Sole Proprietorship
() Other _____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

RFQ #26-UT-004
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR WASTEWATER
TREATMENT FACILITY #2 EXPANSION
SUBCONTRACTOR LISTING

Provide a name, and address of all sub-contractors that have the potential to work on this project. If no sub-contractor(s) are to be used, please return this form marked with “NONE” as your response.

Sub-Contractor:

Phone Number/E-Mail:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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.)	
	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.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	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										
					-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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
------------------	--------------------------	------

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

EXHIBIT A

PROJECT DESCRIPTION

The City of Mount Dora's wastewater system serves nearly 15,000 equivalent residential units (ERUs) within the approximately 20 square mile service area. Raw wastewater is collected in 100 miles of gravity sewers and pumped by 53 Lift Stations through 60 miles of force main to Wastewater Treatment Facility Nos. 1 and 2 (WWTF) where it is treated to public access reuse standards prior to distribution through nearly 40 miles of reclaimed water main to 1,700 customers for landscape irrigation.

Wastewater Treatment Facility No. 2, located on State Route 46, was constructed in 2005 to serve additional development east of US Route 441. Originally permitted by the Florida Department of Environmental Protection (FDEP) at an annual average daily flow (AADF) of 1.25 MGD, WWTF No. 2 was designed with a layout that anticipated future expansion to accommodate larger flows in the eastern portion of the service area. An expansion to 1.50 MGD has been permitted with FDEP, but the improvements have not yet been constructed. The proposed project includes the construction of three rapid infiltration basins (RIBs) with a total capacity of 3.4 million gallons of storage at the City's existing sprayfield site, a 16-inch pipeline connecting the WWTF site to the RIB site, and conversion of the existing reject storage tank to a reclaimed water storage tank. WWTF No. 2 treats wastewater to public access reuse standards for use in landscape irrigation throughout the City's service area. The City's sprayfield provides for disposal of effluent during wet weather and when water quality parameters are not met.

With the construction of the Wekiva Parkway increasing the accessibility of the area, the City of Mount Dora is anticipating substantial growth over the next twenty years. In partnership with Lake County, the City established a Joint Planning Area that includes the future Wolf Branch Innovation District. Encompassing over 800 acres, the Wolf Branch Innovation District is envisioned as an urban hub with residential housing, commercial establishments, office space, and high-end industrial development. With the City limits roughly 75 percent built out, the Wolf Branch Innovation District is anticipated to be the primary growth area within the City's service area. The City's wastewater service area includes both the area within the City limits, as well as portions of unincorporated Lake County contained within a joint planning area, including the Wolf Branch Innovation District. The approximate boundaries of the joint planning area include the area bounded by State Route 44, Britt Road, Senese Road, and the Orange County line.

WWTF No. 2 is currently permitted at an annual average daily flow ("AADF") of 1.25 million gallons per day ("MGD"), with a planned expansion to a permitted capacity of 1.50 MGD anticipated to be constructed in 2025. Annual average daily influent flow to WWTF No. 2 in 2024 averaged 0.754 MGD, while the City currently has capacity commitments totaling 1.32 MGD reserved for future development that has not yet been constructed. Based upon current wastewater flows and committed capacity alone, WWTF No. 2 is undersized, and additional capacity is required. In addition, development is expected to continue within the wastewater service area due to the recent completion of the Wekiva Parkway, further increasing the influent flows into the WWTF. An expansion of the WWTF No. 2 is required to increase the capacity to meet current flow commitments, as well as to replace the existing equipment that is currently 20 years old and nearing the end of its useful life, increasing the resilience and reliability of the treatment process in addition to water quality improvements.

EXHIBIT B

SCOPE OF SERVICES

Preconstruction Work Scope:

Meetings. CMAR will attend project team meetings with the City and the Project Engineer at regularly scheduled intervals throughout the Preconstruction Phase. According to the Phase, frequent (weekly/bi-weekly) project team meetings are anticipated prior to the City's acceptance of the Guaranteed Maximum Price. The City anticipates up to three (3) meetings will be needed for pre-construction-related services.

Timeline. CMAR will prepare an estimating and permitting timeline outlining the tasks required during the Preconstruction Phase.

Estimates/Estimating - Design Development: CMAR will prepare an updated estimate based on the completed drawings and specifications within (30) calendar days of receipt of drawings and specifications.

30% Construction Documents: CMAR will prepare an estimate based on drawings and specifications within thirty (30) calendar days of receipt of drawings and specifications.

60% Construction Documents: An updated estimate shall be provided for the 60% Construction Documents. The CMAR will prepare the updated estimate based on drawings and specifications within thirty (30) calendar days of receipt of drawings and specifications. Any significant deviations from the previous estimate relative to quantities, costs and schedule will be identified along with a suggested action plan to realign the project with the budget. The estimate will be a detailed and comprehensive exercise further narrowing the scope of assumptions and qualifications.

100% Construction Documents (the Guaranteed Maximum Price Estimate): The CMAR shall submit the Guaranteed Maximum Price estimate within thirty (30) calendar days of receipt of drawings and specifications for the project. The estimate will be a summary of general conditions, general requirements, insurances, bonds, fees, costs of the work, and actual subcontractor proposals, tabulated with detailed scope completeness and accuracy, along with assumptions and qualifications.

Value Analysis and Constructability. Concurrent with each estimate, CMAR will submit a detailed list of value engineering options, complete with estimated costs and schedule impacts. CMAR shall also provide the City with continual input addressing constructability, availability of materials and qualified trades for specialized systems, comparative cost/benefit analyses for various building systems, construction means and methods and budget/schedule impact as specific phases of the overall design are developed in order to ensure the development and completion of contract documents within the budget and schedule limitations.

Subcontractor Bid Package & Procurement. CMAR will develop comprehensive and competitively bid packages for each construction trade during the GMP subcontractor bidding. The City Purchasing Division shall approve the process used by the CMAR for noticing, accepting and awarding subcontracts for each of the trades. CMAR shall select at least three (3) qualified subcontractor bidders; identify long-lead delivery materials and equipment; work with the City to identify qualified vendors and complete subcontractor and vendor negotiations after GMP approval and the construction services agreement is finalized. The successful

CMAR agrees that prior to issuance of any construction bidding that all grant or loan funding program managers, including the manager(s) for the State Revolving Loan Funds program applicable to this project, will be provided general draft bid documents for review.

Construction Work Scope:

Following successful negotiation of a markup percentage, an approved GMP and the execution of a “Construction Services Agreement” with the GMP, the CMAR shall become the General Contractor. In the role of General Contractor, the CMAR will manage all facets of construction as agreed to in the Construction Services Agreement.

The WWTP2 expansion will increase the permitted flow from 1.5 million gallons per day (“MGD”) (adjusted for ongoing improvements) to 3.5 MGD.

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EXHIBIT C

ZOOM OPENING ACCESS INFO

Topic: RFQ 26-UT-004- Opening

Time: Jan 12, 2026 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/84558475048?pwd=7DTdfZEIa2o2ekoOQ77IOdbQKiX17j.1>

View meeting insights with Zoom AI Companion

<https://us06web.zoom.us/launch/edl?muid=81fa17fb-9e52-4486-ba57-4b1ab3807a7a>

Meeting ID: 845 5847 5048

Passcode: 279902

One tap mobile

+13052241968,,84558475048#,,, *279902# US

+13126266799,,84558475048#,,, *279902# US (Chicago)

Join instructions

<https://us06web.zoom.us/meetings/84558475048/invitations?signature=qJPE0sve4A89hctxhkPKn4L87oaYJy-sYeo7uc4OqoA>

EXHIBIT D

STATE REVOLVING FUND PLANNING DOCUMENT

See Separate Document Uploaded With This Document

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ELECTRONIC



**RFQ #26-UT-004 - CONSTRUCTION
MANAGER AT-RISK (CMAR) SERVICES -**

WASTEWATER TREATMENT FACILITY #2 EXPANSION

**SUBMITTED TO:
CITY OF MOUNT DORA**

Whitney Donovan
Purchasing Coordinator
510 N Baker Street
Mount Dora, FL 32757

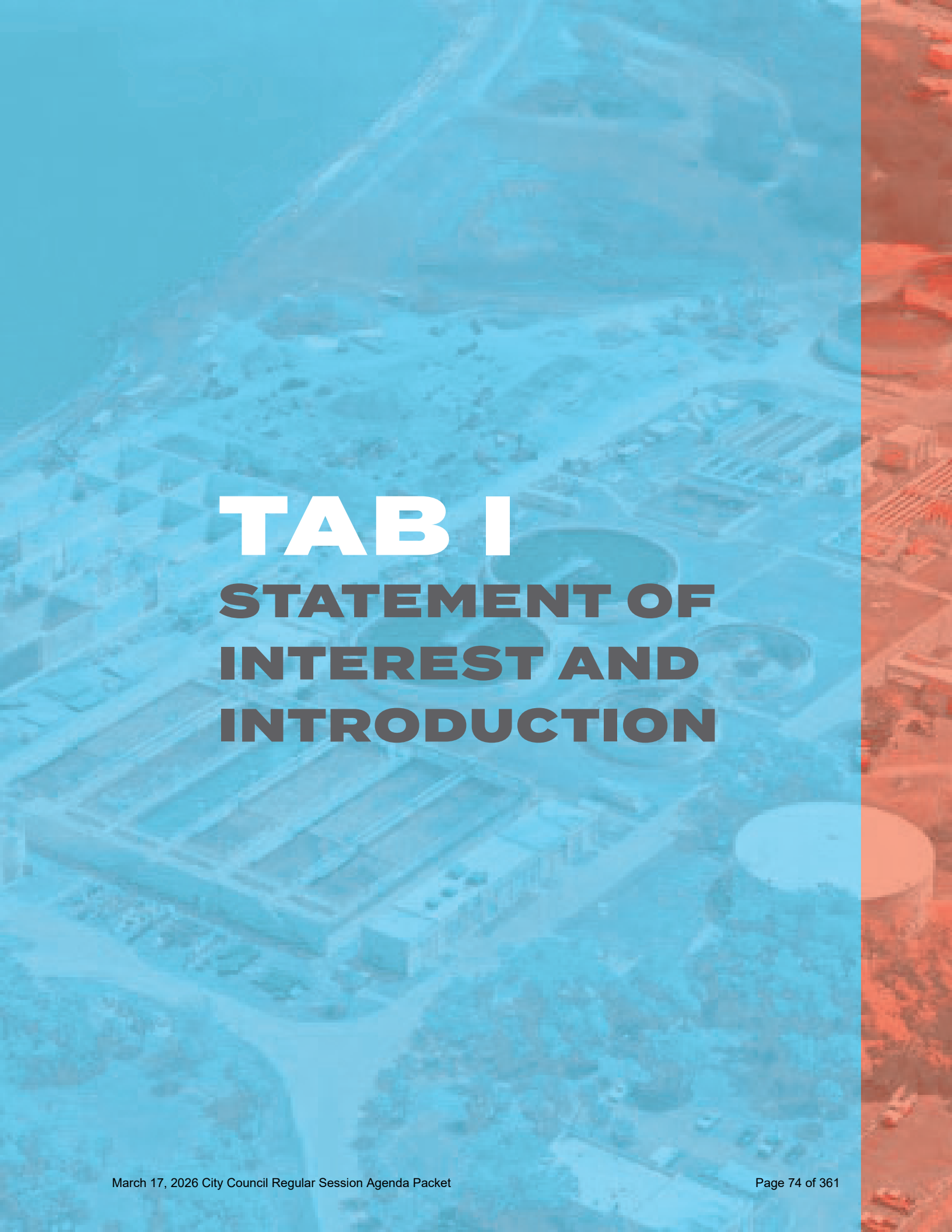
**SUBMITTED BY:
GARNEY COMPANIES, INC.**

370 E. Crown Point Road
Winter Garden, FL 34787



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TAB I

STATEMENT OF INTEREST AND INTRODUCTION

RE: RFQ #26-UT-004 - CONSTRUCTION MANAGER AT-RISK (CMAR) SERVICES - WASTEWATER TREATMENT FACILITY #2 EXPANSION

WHITNEY DONOVAN
Purchasing Coordinator
City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

The City of Mount Dora (City)'s Wastewater Treatment Facility # 2 (WWTF # 2) requires essential expansion and reliability upgrades to meet increasing capacity demands and support the City's long-term vision for responsible growth. As the City's largest utility investment, this project carries major implications for public health, economic development, regulatory compliance, and community confidence, and it must be delivered while WWTF # 2 remains fully operational to protect reclaimed water reliability and environmental stewardship.

We commend the City's decision to use the CMAR delivery method, which provides early alignment, proactive risk management, and the flexibility needed for a complex live-plant expansion. **Garney Companies, Inc. (Garney)** is prepared to meet this responsibility with urgency, collaboration, and accountability.

As the nation's largest self-performing water and wastewater contractor, Garney is uniquely positioned to deliver schedule and cost certainty through disciplined preconstruction, timely and high-quality construction, and reliable, well-planned MOPO execution. ***Our team offers the following key success factors to optimize your infrastructure investment:***

TRUSTED PARTNERSHIPS

The success of CMAR project depends on strong partnerships built on trust and open communication. Our long-standing relationship with your design engineer, Halff, **demonstrated through 91 successful projects**, ensures immediate alignment and a seamless transition into preconstruction. Our established processes and familiarity with Halff's approach allow us to streamline workflow and maintain a cohesive, collaborative environment, allowing us to hit the ground running on day one.

SPECIALIZED KNOWLEDGE

Garney focuses exclusively on water and wastewater infrastructure. We understand how to maintain plant operations, protect treatment capacity, and meet permit requirements during construction. Our experience spans all major treatment processes involved in this project, including 5-stage advanced water treatment (AWT), Carrousel® Basins, and headworks improvements. **With nearly 40% of our active projects involving state or federal funding**, we also bring the expertise needed to navigate funding programs efficiently and ensure full compliance.

LOCAL LEADERSHIP

We build with, and for, the communities we serve. Garney provides consistent leadership from planning through start-up, with key personnel selected for relevant expansion experience and long-term commitment to this project. **Our entire proposed team is local and based out of the Winter Garden office, which is less than 30 miles from WWTF No. 2**, ensures close coordination, rapid response, and strong field support throughout construction.

PROVEN EXPERTISE

With over 300 CM/GC and CMAR projects totaling \$8.4 billion across the U.S., Garney brings demonstrated proficiency in collaborative delivery. **We have guided more than 100 owners through their first collaborative delivery project**, establishing clear communication and transparency. Ninety percent of our current work is delivered collaboratively, giving us a disciplined approach that enables early decision-making, dependable guaranteed maximum price (GMP) development, proactive maintenance of plant operations (MOPO) planning, and strong cost control.

PROJECT OBJECTIVES

Our approach is directly aligned with the City's objectives to expand WWTF #2 from 1.5 MGD to 3.5 MGD, achieve advanced nutrient removal, and enhance reliability and resiliency. We will address the City's most critical project drivers, including capacity constraints that limit development approvals, the need for regulatory compliance with new nutrient limits, and the replacement of aging infrastructure nearing the end of its useful life.

Garney will deliver successful outcomes through:

- **Phased GMPs** and a flexible project delivery model that supports rapid growth in the Wolf Branch Innovation District and beyond
- **Early procurement of long-lead items** and innovative, phased bid packages to de-risk the schedule and restore development capacity quickly
- **Robust MOPO** planning to maintain continuous plant operations and minimize service interruptions during construction.

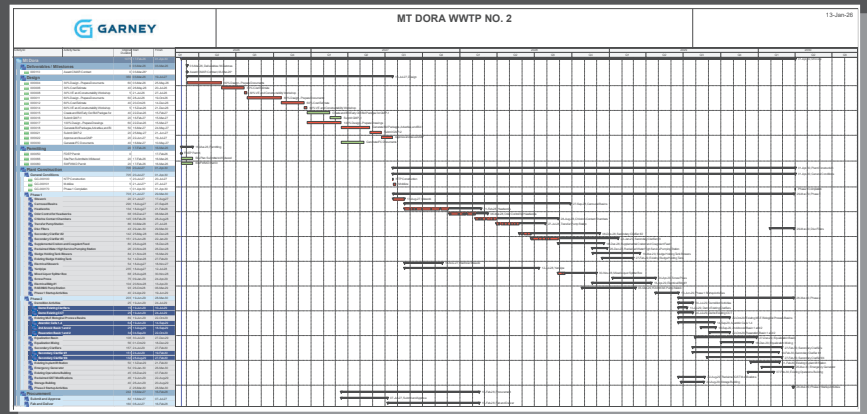
Our proven experience delivering large-scale WWTF expansions on schedule, our collaborative approach with City staff and Halff, and our commitment to operational excellence ensure that the City's goals for growth, compliance, and reliability are met—efficiently and with minimal risk.

IMPLEMENTATION SCHEDULE

Garney has prepared a preliminary critical path method (CPM) schedule informed by the City's timeline and our extensive experience. The projected duration for completing construction services using the CPM is detailed in the schedule below and is also available on **page 40**. With early collaboration between Garney, Halff and the City during Phase 1, it is likely that together, we will find ways to being construction sooner than our preliminary CPM schedule shows.

The work for this project will be performed in three distinct phases:

- **Phase I:** Preconstruction Services (March 2026 through July 2027)
- **Construction Phase 1:** New Plant Construction (July 2027 through June 2029)
- **Construction Phase 2:** Modifications to Existing Plant (June 2029 through March 2030)



PROJECT WORK PROGRAM & FLOW CHART

Our work program addresses each major component of the expansion, including headworks and grit removal, five-stage Bardenpho biological treatment, four new 60-ft clarifiers, disk filtration, chlorine contact basins, reclaimed water pumping, screw press dewatering, and electrical/I&C upgrades. Garney has recently worked closely with Halff on the Gibson Place Utility Company WWTP Progressive Design-Build (PDB) Project detailed on the bottom of the next page and we have identified several innovative and cost saving ideas that could be applied to the City's WWTF #2 Expansion.

As with most wastewater projects in an active plant, several constraints will impact design decisions such as the addressing of grit removal, and assessing the condition of existing structures, electrical wiring and conduit. Based on Garney's CMAR and self-performance experience, our constructability reviews will provide input on many critical aspects during preconstruction such as concrete construction joints, pipe routing, site layout, adding in construction access and staging.

Value engineering (VE) and constructability reviews will be conducted as an ongoing process throughout the design and cost estimating preconstruction phase.

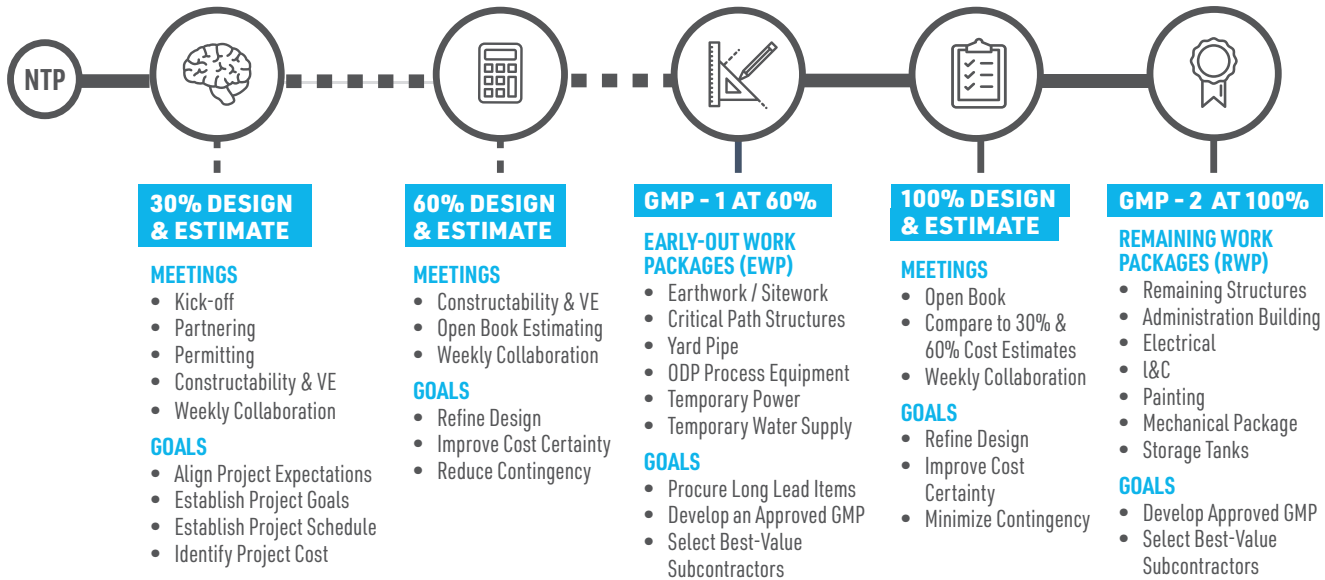
As shown to the right, Garney has developed a list of innovative VE ideas to offer the City. These ideas will simplify the work required by the RFQ and will result in lower costs.

CITY OF MOUNT DORA WWTF #2 VE IDEAS

ITEM / DESCRIPTION	INNOVATIVE IDEAS TO BENEFIT THE CITY
Owner Direct Purchase (ODP) of major equipment	Significant tax savings to the City. On this project we anticipate a savings of \$800,000.
Utilize an early GMP to expedite equipment selection and critical path work packages	Savings of five months on the schedule. Lock in pricing to avoid potential escalation and tariffs. This also will allow Halff to tailor the design around specific equipment manufacturers.
Evaluate use of HDPE instead of Ductile Iron Piping (DIP)	HDPE is less expensive than ductile iron pipe and can also reduce the number of fittings required.
Evaluate use of galvanized steel vs. sst for clarifier mechanisms	Using galvanized or painter steel clarifier mechanism can be a significant cost savings over the cost of sst clarifier mechanisms.
Evaluate fabricated steel pipe instead of DIP	Fabricated pipe reduces bolt up joints and provides cost savings over DIP.
Evaluate concrete construction joints	Minimize the quantity of concrete construction joints by performing a detailed evaluation of how concrete forms will be set and concrete placed.
Review use of precast electrical building in lieu of a block building	A precast electrical building fabricated off site is typically cheaper than a standard block wall construction.
Review painting/coating schedule	Evaluate coating specifications for best coatings and alternative coatings to reduce cost and eliminate failures.
Evaluate CML Lining vs P401 Lining on DIP	Using P401 lining only where needed can reduce cost.
Scope Alignment to Owner's Needs	Deletion of scope is the quickest method to reduce costs. For example, deleting requirements to demo abandoned pipes or deletion of redundant valves.

PROJECT DELIVERY APPROACH

The figure below presents the overall project delivery approach timeline, outlining the key phases and milestones from initial design through construction completion. The diagram shows the deliverables during the design of the project and how they coincide with the two GMPs. Each milestone includes specific workshops, goals, and deliverables at the 30%, 60%, and 100% design, as well as two GMP milestones. This visual summary clarifies the sequence of activities, collaborative efforts, and decision points that drive project progress, ensuring alignment among stakeholders, and supporting effective project management throughout the duration of the project. This approach is flexible and can be refined during Phase 1 to better align with the project goals and the City's preferences for execution.



INNOVATIVE & COST SAVING IDEAS

Garney offers the City proven successful experience working with Halff on similar wastewater treatment expansions, including our recent Gibson Place Utility Company WWTP (PDB) project. From this recent collaborative experience together, our team offers the City innovative and cost savings ideas, to the right, that directly translate to lower cost, safer construction, faster delivery, and higher quality for the City's WWTF #2 project.

The Garney team is immediately available to begin a collaborative partnership with the City and continue our long-standing relationship with Halff to meet your project deadlines. We look forward to the opportunity to work with you on this exciting project and are confident our team is your **IDEAL CMAR PARTNER.**

Respectfully submitted,

Eric C. Wagner, DBIA, Director - Plant Southeast

GIBSON PLACE UTILITY COMPANY WWTP (PDB) PROJECT

INNOVATIVE IDEA	COST-SAVING IDEA
☒	Widen elevated walkways on basins to allow room for control panels and disconnects.
☒	Rub the walls with a sand cement mixture that resembles Thoroseal at a fraction of the cost.
☒	Use top mounted handrail so that permanent rail can be installed safely from the walkways.
☒	Design walkways large enough to include electrical conduits embedded in the concrete. This eliminated the need for stainless steel conduit and mounting hardware.
☒	Form and pour stub walls under aerator blades after equipment is installed to ensure tight tolerances are met.
☒	Leave a section of the wall out to provide quicker and safer access inside the tank and avoid safety concerns of up/over ladders.
☒	Halff designed sleeves in basin deck to allow for crane rigging to set the aerator blades.

TAB II
BUSINESS/FIRM
HISTORY AND
INFORMATION

TAB II. BUSINESS/ FIRM HISTORY AND INFORMATION

BUSINESS/FIRM HISTORY

Garney is a 100% employee-owned firm, giving every team member a direct stake in your project's success. We build strong partnerships with project owners, consultants, suppliers, and subcontractors because success is a shared effort. Incorporated in Missouri in 1961 and operating under the same name, Garney brings over 65 years of expertise in constructing wastewater and water treatment facilities, pump stations, pipelines, and storage tanks. Since expanding into Florida in 1998, we've completed 422 projects in the state—**primarily for municipal and government clients.** As the nation's largest contractor in this specialized field, Garney is known for unmatched experience, quality workmanship, a steadfast commitment to safety, and a proven record of earning repeat business.

COLLABORATIVE DELIVERY

For more than 20 years, collaborative delivery projects have been a focus of Garney and account for nearly \$13.5 billion worth of our past projects. We have successfully completed over 300 CM/GC and CMAR projects valued at \$8.4 billion and an additional 239 projects totaling \$24.7 million using other collaborative delivery methods across the U.S.

90% OF GARNEY'S WORK IS
COLLABORATIVE DELIVERY

100+ OWNERS LED
THROUGH THEIR FIRST
COLLABORATIVE
DELIVERY PROJECT

EXPERIENCE PROVIDING SERVICES

Our experience encompasses expansions and upgrades, with 137 completed via collaborative delivery methods in Florida. This experience has afforded our team unmatched preconstruction experience, which will be pivotal in providing VE solutions, developing detailed cost estimates, and meeting your budget and schedule requirements.

Garney has constructed 325 wastewater treatment facilities across the U.S. over the past 65 years. **As a self-performing contractor, our management team and field crews offer experience with constructing advanced wastewater treatment plants, which includes several key construction elements that are relevant to this projects scope:**

- Headworks facilities including proper evaluation of screens and grit systems to meet requirements.
- Aeration and blower systems and the nuances of installation, check-out, and system testing.
- Secondary clarifiers and the various launder cover types, installation requirements, and access for use.
- Ovivo Carrousel® biological process installations, the various manufacturers, and their representatives.
- Disc Filters and deep bed sand filters and knowledge of the complexity of concrete work and installation of media and appurtenances.
- Various methods of disinfection and their benefits and challenges such as chlorine contact basins and ultra-violet (UV) systems.
- Solids management processes including screw presses, belt filter presses, centrifuges, drum presses for dewatering and the various dryer installations and manufacturers.
- Maintaining plant operations and flows throughout construction and start-up.

GOVERNMENT FUNDING EXPERIENCE

Garney understands the importance of the FDEP SRF loan programs for wastewater/water treatment projects. We are deeply familiar with the upfront paperwork required to comply with the FDEP's rules and regulations. Our team has delivered several SRF-funded CMAR and collaborative delivery projects in Florida and grasps the process from start to finish. The Garney team will take a proactive approach to ensure project funding is secured and administered successfully.

March 17, 2026 City Council Regular Session Agenda Packet

69 SRF
PROJECTS

\$3.7B TOTAL
PROJECTS
VALUE

ESTABLISHED FLORIDA EXPERTISE

Garney brings a long-standing, proven presence in Florida, with 28 years of continuous work across the state and 422 total projects in Florida successfully delivered / in progress.

84 WWTP GARNEY PROJECTS IN FLORIDA
\$6.7B OF PLANT PROJECTS IN FLORIDA
137 COLLABORATIVE DELIVERY PROJECTS



A FLORIDA TEAM THAT KNOWS HOW TO DELIVER TOGETHER

86 WATER & WASTEWATER
PROJECTS COMPLETED
WITH HALFF IN FLORIDA

Our long-standing partnership with Halff in Florida provides a proven, highly coordinated team built on trust, clear communication, and aligned project execution that consistently delivers efficient, seamless results for our clients.

PROJECT MATRIX

ADDITIONAL GARNEY PROJECTS THAT EXCEED THE CITY'S CRITERIA.

PROJECT NAME	PROJECT COMPONENTS											Value
	Project with Half	Plant Size (MGD) - Plant Expansion Size (MGD)	Expansion	Key Team Members Involved	MPO	Clarifiers	Headworks	BNR	AWT	Orivo Carousel®		
Gibson Place Utility Company WWTP #1 (PDB)	●	2 MGD - 4 MGD	●	●	●	●	●	●	●	●	\$74M	
Apopka Water Reclamation Facility Expansion (CMAR)		4.5 MGD - 8 MGD	●	●	●	●	●	●	●		\$62M	
Lake Marion WRF Replacement and Expansion (CMAR)		1.5 MGD - 3 MGD	●	●	●	●	●	●	●		\$29M	
Northwest Regional Water Reclamation Facility Expansion (Design-Build)	●	10 MGD - 30 MGD	●	●	●	●	●	●	●		\$187M	
North Sumter Utility Wastewater Treatment Plant - Phase 2 (Design-Build)	●	2 MGD - 3.5 MGD	●	●	●	●	●	●	●	●	\$3M	
Bee Ridge Water Reclamation Facility Expansion & Conversion to Advanced Water Treatment (CMAR)		12 MGD - 18 MGD	●	●	●	●	●	●	●		\$254M	
Wildwood WRF BNR Improvements (CMAR)		5.5 MGD - 6 MGD	●	●	●	●	●	●	●		\$150M	
Southwest Water Reclamation Facility (WRF) Expansion Project (CMAR)		14 MGD - 18 MGD	●	●	●	●	●	●	●		\$114M	
Venice Gardens Water Reclamation Facility Expansion/Conversion to AWT (CMAR)		3 MGD - 6 MGD	●	●	●	●	●		●		\$75M	
Mayport Naval Station WWTP (PDB)	●	2 MGD		●	●	●	●		●		\$58M	
Embassy Hills WWTP Rehabilitation and Improvements (CMAR)		2.6 MGD - 3.5 MGD		●	●	●	●	●	●		\$33M	
New Headworks and Grit Removal Facility (PDB)		33 MGD		●	●	●	●	●	●		\$29M	
CSU Wastewater Treatment Facility (Design-Build)		2 MGD		●		●	●	●	●	●	\$13M	
Little Sumter Utility Wastewater Treatment Plant Phase I (Design-Build)	●	1.35 MGD		●		●	●	●	●	●	\$4M	
Village Center Community Development District Wastewater Treatment Plant (Design-Build)		1.5 MGD		●		●	●	●	●	●	\$2M	

REFERENCE PROJECTS

Additional details on our five reference projects are provided on the following page.

REFERENCE PROJECTS

5

**REFERENCE
PROJECT SUMMARY**

GARNEY'S REFERENCE PROJECTS
MEET THE CITY'S MINIMUM
EXPERIENCE REQUIREMENTS.

				
GIBSON PLACE UTILITY COMPANY WWTP #1 (PDB)	APOPKA WRF EXPANSION (CMAR)	LAKE MARION WRF REPLACEMENT FACILITY EXPANSION (CMAR)	NORTHWEST REGIONAL WRF EXPANSION (DB)	NORTH SUMTER UTILITY WASTEWATER TREATMENT PLANT - PHASE 2 (DB)

PROJECT INFORMATION	DELIVERY METHOD	PROGRESSIVE DESIGN-BUILD	CMAR	CMAR	DESIGN-BUILD	DESIGN-BUILD
	PROJECT TYPE	WASTEWATER EXPANSION	WASTEWATER EXPANSION	WASTEWATER EXPANSION	WASTEWATER EXPANSION	WASTEWATER EXPANSION
	CONSTRUCTION COST / GMP OF THE PROJECT	\$74.3M	\$62.3M	\$28.9M	\$186.9M	\$3.4M
	FACILITY EXPANSION SIZE	2 MGD - 4 MGD	4.5 MGD - 8 MGD	1.5 MGD - 3 MGD	10 MGD - 30 MGD	2 MGD - 3.5 MGD
	START / COMPLETION DATES	September 2020 / September 2025	February 2016 / August 2019	February 2017 / March 2021	April 2016 / September 2020	March 2005 / July 2007
	CHANGE ORDER TO THE GMP	0 Change Orders.	Garney's Preconstruction Team implemented nearly \$4.5M of VE savings during the design process which reduced the overall project cost. The largest deductive change order was \$16.5 M for Owner Direct Purchase of Equipment resulting in over \$1M tax savings to the Owner. The project had 98 Additive and Deductive Change Orders totaling \$1.8M which was paid from the \$3M Contingency fund; hence, Garney saved the Owner \$1.2M which was returned to the Owner.	1 Positive Change Orders for remaining unused contingency & allowance money to the Owner.	4 Positive and Negative Change Orders: The Owner used all the \$11.7M VE savings and added \$1M worth of change orders for additional work including construction of a gas turbine, two steel tanks, and the initial design for a new administration building, added contract time due to permitting and design changes, and final cost contingencies returned to Owner of \$6.5M.	0 Change Orders.
	PROJECT DESCRIPTION	Preconstruction includes design, geotechnical, permitting, and site plan preparation. Expansion of a 4MGD treatment plant including headworks and mechanical screening, odor control, surge tank, oxidation ditches, splitter box, secondary clarifiers, RAS/WAS pump station, disc filters, sludge holding tanks, chlorine gas disinfection, belt filter press, reject pond and pump station, reclaimed water storage tank, effluent pump station, and rapid infiltration basins. Also an administration building, generator, yard piping, and a stormwater system.	Expansion of the existing 4.5MGD WRF to 8.0MGD that included a new headworks, odor control system, chemical feed facilities, aeration/anoxic basin, submersible mixers, secondary clarifiers, dewatering systems, RAS/WAS pumps, influent lift station, EQ pump station, chlorine contact basin, media filter system, aerobic digester, paddle dryer facility, reject pond lining, and electrical MCC buildings. Included converting the existing Plant into an anoxic basin, modifying the existing advanced secondary treatment plant, and rerating it to a 3.0 MGD capacity.	Demolition of the pretreatment structure, EQ basin, clarifier components, filters, chlorine contact tank, and pipe. Installation of a new headworks, chemical feed facilities, secondary clarifiers, disk filters and chlorine contact basin, and BNR trains, blowers, and air piping diffusers; construction of a concrete water storage tank and an HDPE lined earthen reservoir; construction of a RAS/WAS submersible pump station and a reuse pump station; and lighting and air handling for the electrical buildings, emergency backup generator, site work, paving, and dewatering.	Expansion of existing 10MGD WRF to 30MGD, construction of headworks screening with grit removal hydrocones, 3.4MG equalization structure, BNR trains within a cast-in-place oxidation basin, secondary clarifiers, sodium hypochlorite and sodium bisulfite chemical feed facilities, conventional deep bed media filtration cells, chlorine contact chambers, four aboveground 5MG water storage tanks, odor control systems, RAS, WAS, and effluent and reclaim pumping stations. Included full electrical and SCADA implementation, yard piping, sanitary collection structures, dewatering systems, and multiple pumped bypasses for tie-ins. This project was a joint venture with partner Wharton-Smith Inc.	This project included a WWTP expansion from 2 to 3.5 MGD. The scope of work included an expansion of the anoxic tank, a third aerator to each oxidation ditch, Filter No. 3, two sludge holding tanks, an upgrade to the effluent holding ponds and pumps, and additional odor control.
PROJECT COMPONENTS / PERSONNEL INVOLVED	EXPANSION / IMPROVEMENTS	💧	💧	💧	💧	💧
	MOPO	💧	💧	💧	💧	💧
	CLARIFIERS	💧	💧	💧	💧	💧
	HEADWORKS	💧	💧	💧	💧	💧
	BIOLOGICAL PROCESS	💧	💧	💧	💧	💧
	ADVANCED WASTEWATER TREATMENT	💧	💧	💧	💧	💧
	PERSONNEL INVOLVED	Tom Manning; Ryan Smith; Eric Wagner; Manny Sylvia	Eric Wagner; Mike Parrish	Eric Wagner; Tom Manning; Adam Corn; Ryan Smith; Mike Parrish; Drew David	Eric Wagner; Ryan Smith; Adam Corn	Tom Manning; Mike Parrish



TAB III

QUALIFICATIONS AND EXPERIENCE OF THE ASSIGNED PROJECT TEAM

TAB III. QUALIFICATIONS AND EXPERIENCE OF THE ASSIGNED PROJECT TEAM

TEAM DESCRIPTION AND ROLES

Garney's uniquely qualified team combines proven experience together on similar projects with a strong presence in the Florida market. Our team is readily available to begin working on your critical infrastructure project. The table below outlines our team's roles and commitment to ensuring the successful delivery of the City's project.

NAME AND TITLE	ROLE AND COMMITMENT
 ERIC WAGNER, DBIA Principal-In-Charge	"My approach to this project will be to help the teams to unite, build trust, and communicate openly. I will apply my decades of CMAR and construction knowledge to this project, working closely with the City to improve the wastewater infrastructure through long-lasting results."
 TOM MANNING, PE, DBIA CMAR Project Manager	"My focus is on leading this project with purpose and precision. With nearly 23 years of experience at Garney, I've learned how to enhance collaboration and keep the CMAR team aligned with the City's goals, making sure quality, safety, and client satisfaction are always our top priorities."
 RYAN SMITH, CSP Safety Manager	"Safety is a culture that must be implemented in every phase of construction. From day one, I will work closely with all the supervisors, crew members, and subcontractors to ensure that safety protocols are not only understood, but embraced as a shared responsibility to reach successful and safe project completion."
 RYAN WINSLOW Preconstruction and Project Manager	"I am committed to equipping the team with the resources, tools, and support needed for success. I will coordinate closely with the City, Halff, subcontractors, and suppliers to identify VE opportunities and expedite early material procurement. I will take full responsibility for on site project management and daily operations, ensuring a safe, efficient, and high quality project outcome."
 DAN PELTON Preconstruction Support	"I will leverage my over two decades of industry experience to support submittal development and delivery, material procurement, oversee site preparation and subcontractor management, prepare project schedules, and assists with progress meetings."
 MIKE PARRISH Estimating Lead	"Open-book cost estimates give the City clear, accurate data for confident decision-making, facilitates collaboration, and is essential for project success. I am committed to transparent estimating and using my decades of experience and industry relationships to streamline a within-budget result."
 ADAM CORN, DBIA Quality Control	"Quality is second only to safety in Garney's priorities. I will lead our team to deliver lasting results for the City that embody our commitment to excellence. My role is to champion quality at every stage, ensuring every team member embraces this value and contributes to outcomes that exceed expectations."
 DREW DAVID Senior Superintendent	"I will dedicate my 35 years of industry experience to your project and successfully manage our field craft, subcontractors, and equipment. I take personal accountability for ensuring we are meeting the City's goals for cost, schedule, and quality."
 CHARLIE GILL BIM/VDC	"In my role, I specialize in developing, manipulating, and maintaining 3D model content using Revit, Civil3D, AutoCAD, and Plant3D. I am committed to managing and producing design drawings, communicating design with operations, initiating material purchasing, and keeping the City's budgets and schedules on track."
 JACK HEWITT Assistant Project Manager	"As Assistant Project Manager, I'm committed to supporting the team by reviewing submittals, permits, and plans, ensuring compliance and managing costs. I coordinate closely with owners, engineers, suppliers, and subcontractors, overseeing scheduling, material procurement, and the startup and testing of new systems to deliver a high-quality project that exceeds every expectation."
 MANNY SYLVIA Start-up and Commissioning (Controls)	"By leading start-up and commissioning, I ensure every system operates as designed within equipment limitations before handover. Any deviations are documented and explained to the owner's satisfaction. My role leads to smooth integration, minimal downtime, and gives the City confidence that everything is tested, documented, and ready for reliable operation from day one."

OUR TEAM IS ADVANCED IN WASTEWATER TREATMENT

BEE RIDGE WATER RECLAMATION FACILITY (WRF) EXPANSION & CONVERSION TO AWT CMAR

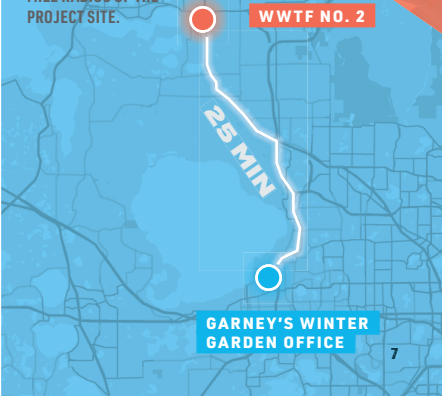
Proposed Team Experience | \$250M | 12 MGD to 18 MGD Expansion | Advanced Secondary Public Reuse to AWT

Through Garney's design input and constructability reviews, supported by Bluebeam Studio sessions and bi-weekly CSI meetings, Sarasota County achieved greater efficiency and cost savings. Early collaboration and key VE opportunities identified by Garney's team, including relocating 48" RAS piping aboveground, specifying Warren coatings, and using reinforced concrete pipe for pump cans, accelerated construction and maintained quality.

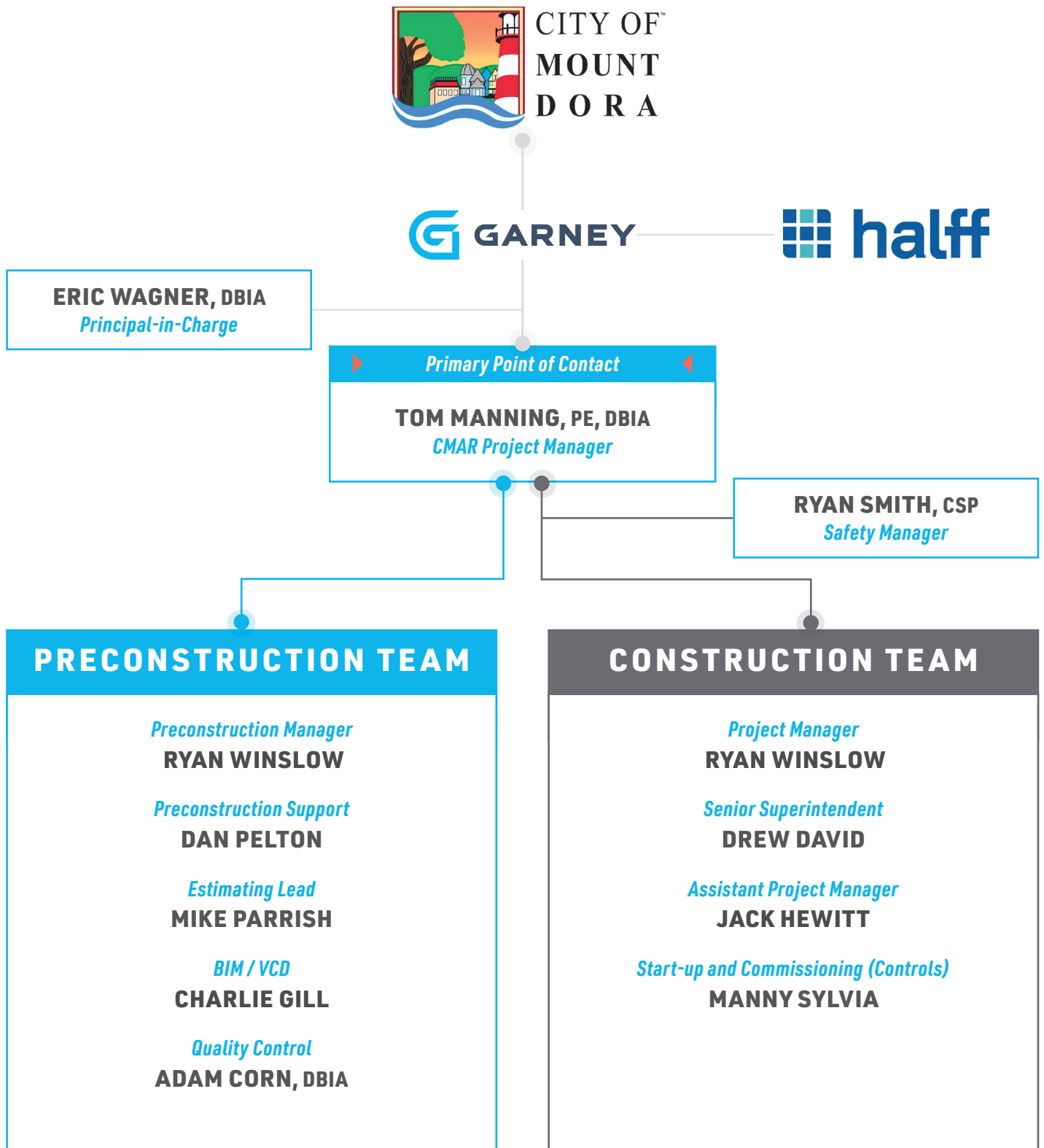
Additionally, this project has earned an Envision Gold award from the Institute for Sustainable Infrastructure (ISI), marking the first time a Florida wastewater treatment facility has received this prestigious recognition. This award underscores the project's strong commitment to sustainability and its positive impact on the growing Sarasota community.

LOCAL TEAM, FASTER RESPONSE

ALL KEY TEAM MEMBERS LIVE WITHIN A 30-MILE RADIUS OF THE PROJECT SITE.



PROPOSED PROJECT PERSONNEL / ORGANIZATION CHART



DBIA

ERIC WAGNER PRINCIPAL-IN-CHARGE



G GARNEY

WINTER GARDEN-BASED

PROFESSIONAL SUMMARY

Eric has spent his entire professional career in the environmental construction industry, starting as an intern in college. Eric possessed the ability to manage the construction of water and wastewater treatment projects, including challenges of safety, schedule, client relations, tie-ins of existing facilities without interruption to service, facility start-up, testing, and demonstration testing. Now as Director, Eric leads Garney's Florida construction teams through all phases of project delivery. He is an instrumental champion for Garney's work acquisition, including both hard bid and collaborative delivery procurement efforts, and he frequently contributes to estimates, proposals, presentations, and contract negotiations. As Principal-in-Charge, Eric will ensure that our team has the resources necessary to successfully complete your project on time and within budget.

REFERENCE PROJECT EXPERIENCE

**See Tab II- Business/Firm History and Information, page 6 for a detailed description.*

**NORTHWEST REGIONAL WATER RECLAMATION FACILITY
EXPANSION (DESIGN-BUILD)
HILLSBOROUGH COUNTY, FL // \$186,859,473
PRECONSTRUCTION MANAGER**

**GIBSON PLACE UTILITY COMPANY WWTP #1
(PROGRESSIVE DESIGN-BUILD)
GIBSON PLACE UTILITY, CO., LLC // \$74,376,453
PRECONSTRUCTION MANAGER**

**LAKE MARION WRF REPLACEMENT AND
EXPANSION (CMAR)
TOHO WATER AUTHORITY // \$28,874,299
DIRECTOR**

**APOPKA WATER RECLAMATION FACILITY
EXPANSION (CMAR)
CITY OF APOPKA, FL // \$62,283,343
PRECONSTRUCTION MANAGER**

QUALIFICATIONS

**Garney Experience: 21 years
Industry Experience: 26 years**

Education

University of Akron, OH, BS in
Civil Engineering

Certifications & Trainings

Design-Build Professional

OSHA Competent Person - Confined
Space, Crane Safety, Fire Protection,
Lockout/Tagout, Man Lift Safety, and
Rigging Safety

ADDITIONAL PROJECT EXPERIENCE

ONE WATER – SOUTH WASTEWATER CONVEYANCE AND TREATMENT PROJECT (PROGRESSIVE DESIGN-BUILD)

HILLSBOROUGH COUNTY, FL // \$671,000,000

PRINCIPAL-IN-CHARGE: A preconstruction design phase and a construction phase that includes a new 18.5 MGD advanced wastewater treatment facility, a new wastewater pump station with an average of 18.5 MGD and a minimum peak capacity of 41 MGD, and 52, 800 LF of 24" and 42" wastewater force mains and 36,360 LF of 36" reclaimed water main.

SUGAR CREEK WWTP RELIABILITY IMPROVEMENTS (CMAR)

CHARLOTTE WATER // \$23,800,451

PRECONSTRUCTION MANAGER: Upgrade and expansion of the existing WWTP to 24 MGD of existing blowers with high-speed turbo blowers, upgrading pre-anoxic swing zones, redistributing diffusers, implementing ammonia-based aeration control (ABAC) and installing a new aeration basin influent (ABI) flow distribution structure, adding chemical phosphorus removal feed system, converting main lift pumping station, rehabilitating effluent filters, implementing final clarifier launder improvements and RAS pumping improvements, and replacing the flow control gates.

MCALPINE CREEK WASTEWATER MANAGEMENT FACILITY RELIABILITY AND PROCESS IMPROVEMENTS (PROGRESSIVE DESIGN-BUILD)

CHARLOTTE WATER // \$143,781,085

PRECONSTRUCTION MANAGER: Progressive design-build 64 MGD project included the rehabilitation of 16 secondary clarifiers, 28 aeration basins, new blower buildings, the conversion of two aeration basins into fermenters, installation of two new dry pit horizontal return pumps, 4,700 LF of 8" to 24" stainless-steel and DIP process piping, modular powerhouses, duct banks, and SCADA system upgrades.

HOWARD F. CURREN AWTP MASTER PLAN IMPROVEMENTS, PHASE I (PROGRESSIVE DESIGN-BUILD)

CITY OF TAMPA, FL // \$254,000,000

DIRECTOR: Rehabilitation of the 96 MGD Howard F. Curren Advanced WWTP that included improvements to the junction chamber, screen and grit buildings, primary sedimentation tank, high purity oxygen reactor, DAR upgrades and blower replacement, filtration, effluent water system, main pump station and discharge channel rehabilitation, biogas and digestion system, sludge drying bed, stand-by power improvements, and dewatering facility replacement. This project is a joint venture with partner Wharton-Smith Inc.

WILDWOOD WRF BNR IMPROVEMENTS (CMAR)

CITY OF WILDWOOD, FL // \$150,000,000

PRINCIPAL-IN-CHARGE: CMAR preconstruction and construction services for short-term BNR improvements to the existing Wildwood WRF and the construction of a new 6.0 MGD WRF adjacent to the existing plant capable of producing an AWT effluent.

**ERIC'S
VALUE
TO THE
CITY**

35

**WASTEWATER
TREATMENT
PLANT PROJECTS
WORTH \$3.1 BILLION**

46

**COLLABORATIVE
DELIVERY
PLANT PROJECTS
WORTH \$4.4 BILLION**

21

**TREATMENT
PLANT EXPANSION
PROJECTS
WORTH \$2.1 BILLION**

SOUTHWEST WATER RECLAMATION FACILITY (WRF) EXPANSION PROJECT (CMAR)

JEA // \$114,220,667

PRECONSTRUCTION MANAGER: Expansion of an existing 14 MGD water reclamation facility to 18 MGD. The anticipated improvements include a headworks, BNR train, two secondary clarifiers with RAS and WAS pumping, tertiary filtration system, removal and replacement of existing UV disinfection, expansion of the post aeration system, and the effluent pump station, and an operations and maintenance building. Additional work includes electrical and instrumentation, sludge holding tank aeration/mixing system modifications, outfall improvements, yard piping, electrical, grading, driveways/parking, landscaping, and stormwater facilities.

VENICE GARDENS WATER RECLAMATION FACILITY EXPANSION/ CONVERSION TO AWT (CMAR)

SARASOTA COUNTY FLORIDA // \$75,000,000

DIRECTOR: Expansion of the existing VGWRF from 3 to 6 MGD including converting the existing treatment process to AWT. The construction phase will be completed while the plant remains fully functional to meet permit requirements.

SISTER GROVE REGIONAL WATER RESOURCE RECOVERY FACILITY, PHASE 1 (CMAR)

NORTH TEXAS MUNICIPAL WATER DISTRICT // \$369,000,000

DIRECTOR: CMAR services and construction of a new 16 MGD WWTF, a gravity sewer outfall for the discharge of the treated effluent, a new sewer lift station, and twin, parallel sewer force main pipelines from an existing lift station to the SGRWRRF. The plant will include liquid treatment process facilities, preliminary treatment facilities, secondary treatment, tertiary treatment filtration, UV, solids handling, peak flow handling, and plant operations support facilities.

STOWE REGIONAL WATER RESOURCE RECOVERY FACILITY (PROGRESSIVE DESIGN-BUILD)

CHARLOTTE WATER // \$301,203,462

PRECONSTRUCTION MANAGER: Design, construction, and commissioning of the new greenfield facility with an initial capacity of 15 MGD expandable to 25 MGD. The preliminary scope consists of liquid treatment processes, influent pump station, influent force mains, fine screening facility, primary effluent distribution, primary clarification, secondary process, final clarification, RAS pumping station, tertiary filtration, UV disinfection and post-aeration, non-potable water pump station, drain pump station, outfall piping, SCADA, and administration and maintenance buildings.

Eric Wagner provides executive oversight for CMAR plant projects and will be actively engaged with Halff on the City's WWTF #2. Under his leadership, Garney draws on its strong partnership with Halff—built through 10 completed projects—to quickly align on design intent, procurement strategy, and risk management for this expansion. Eric's teams have repeatedly delivered facilities utilizing Ovivo process equipment (Carrousel® basins, clarifier drive units, and disk filtration), giving our preconstruction effort field-proven constructability and commissioning insight for the exact technologies planned at the City's WWTF #2. He will steward MOP and phasing decisions with Halff and City staff to maintain continuous operations throughout construction.

PE

DBIA

TOM MANNING

CMAR PROJECT MANAGER



SINGLE POINT-OF-CONTACT

WINTER GARDEN-BASED

PROFESSIONAL SUMMARY

Tom has worked in the environmental construction industry for his entire career. Since joining Garney, he has been involved in a wide range of water and wastewater treatment plant renovations and expansions, many of the wastewater plants involved advanced wastewater treatment. As CMAR Project Manager, Tom is responsible for providing on-site management and quality control. His responsibilities include project coordination between the owner, engineer, suppliers, and subcontractors, scheduling, material procurement, and start-up and testing of new systems.

REFERENCE PROJECT EXPERIENCE

**See Tab II- Business/Firm History and Information, page 6 for a detailed description.*

**GIBSON PLACE UTILITY COMPANY WWTP #1
(PROGRESSIVE DESIGN-BUILD)**
GIBSON PLACE UTILITY, CO., LLC // \$74,376,453
SENIOR PROJECT MANAGER

**LAKE MARION WRF REPLACEMENT AND
EXPANSION (CMAR)**
TOHO WATER AUTHORITY // \$28,874,299
PROJECT MANAGER

**NORTH SUMTER UTILITY WASTEWATER TREATMENT
PLANT - PHASE 2 (PROGRESSIVE DESIGN-BUILD)**
NORTH SUMTER COUNTY UTILITY DEPENDENT
DISTRICT // \$3,378,852
SENIOR PROJECT MANAGER

ADDITIONAL PROJECT EXPERIENCE

**REEDY CREEK WASTEWATER TREATMENT PLANT EXPANSION
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT (FORMERLY REEDY
CREEK IMPROVEMENT DISTRICT) // \$8,443,910**

PROJECT MANAGER: Expansion included two new 105' diameter cast-in-place Ovivo clarifiers, demolition of seven clarifiers, rehabilitation of an equalization basin using Fluidyne Jet Mixing System and CST flat aluminum covers, three 135 HP propeller pumps, seven submersible wastewater pumps, one 125 HP vertical turbine pump, four 600 HP horizontal split case pumps, one 125 HP horizontal split case pump, and 300 LF of 30" ductile iron gravity sewer main.

QUALIFICATIONS

Garney Experience: 22 years
Industry Experience: 24 years

Education

University of Alabama, BS
in Civil Engineering

Certifications & Trainings

SC Professional Engineer (P.E.) 26557

Design-Build Professional

OSHA 30-Hour

OSHA Competent Person -
Confined Space, Scaffolding,
and Trenching & Excavation

Member of the American
Water Works Association

Licensed Building Contractor

**WWTP INFLUENT CHANNEL REHAB AT PRELIMINARY
TREATMENT STRUCTURE**

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT (FORMERLY REEDY
CREEK IMPROVEMENT DISTRICT) // \$2,020,800**

PROJECT MANAGER: Installation of 500 LF of 48" Hobas gravity sewer buried fiberglass line, modifications to 40 LF of existing 42" DIP gravity sewer odor control and EQ basin return pipe that required a linestop, the demolition of a splitter box, and paving.

**GIBSON PLACE UTILITY COMPANY WTP #2 (DESIGN-BUILD)
GIBSON PLACE UTILITY, CO., LLC // \$9,579,723**

PROJECT MANAGER: Construction of an operations building, feed wells, vertical turbine pumps, forced draft aerators and blowers, 1 MG D110 Type I GST, chlorine gas, sulfuric acid, and biofilter for odor control. Additional work included dewatering, site drainage, electrical, and paving.

**VILLAGES OF SOUTHERN OAKS WTP (DESIGN-BUILD)
SOUTH SUMTER UTILITY // \$7,794,428**

PROJECT MANAGER: Construction of a greenfield 5.8 MGD WTP that included two wells, sulfuric acid storage and injection system, packed tower centrifugal aerator odor control system and transfer pump station, bio filter structure, sodium hypochlorite storage and injection system, in-line static mixer, concrete storage tank, high service pump station, stormwater and process piping, and associated electrical, instrumentation, and controls.

**CSU WATER TREATMENT PLANT NO. 1 IRON
TREATMENT (DESIGN-BUILD)
THE VILLAGES OF LAKE-SUMTER, INC. // \$1,587,664**

PROJECT MANAGER: Addition of iron removal filters to the existing WTP increasing the capacity to 7.2 MGD, installation of 500 LF of 20" water DIP yard piping, electrical and instrumentation, and installation of 100 PPD of gas chlorine cylinders for chlorine disinfection.

**WILDWOOD WRF BNR IMPROVEMENTS (CMAR)
CITY OF WILDWOOD, FL // \$150,000,000**

SENIOR PROJECT MANAGER: CMAR preconstruction and construction services for short-term BNR improvements to the existing Wildwood WRF and the construction of a new 6.0 MGD WRF adjacent to the existing plant capable of producing an advanced wastewater treatment (AWT) effluent.

**CHERRY POINT WATER RECLAMATION FACILITY EXPANSION
BEAUFORT-JASPER WATER & SEWER AUTHORITY // \$24,411,165**

PROJECT MANAGER: This project expanded the plant capacity from 4.4 MGD to 7.5MGD and included the construction of bioreactor tank, a 100' secondary clarifier, RAS/WAS pump station, effluent structure, and 2,000 kW generator.

**TOM'S
VALUE
TO THE
CITY**

19

**WASTEWATER
TREATMENT
PLANT PROJECTS
WORTH \$368 MILLION**

21

**COLLABORATIVE
DELIVERY
PLANT PROJECTS
WORTH \$510 MILLION**

10

**TREATMENT
PLANT EXPANSION
PROJECTS
WORTH \$324 MILLION**

MINNEOLA WATER RECLAMATION FACILITY

CITY OF MINNEOLA, FL // \$11,055,029

PROJECT ENGINEER: Included the construction of a pretreatment structure, disc filters, chlorine contact tank, sludge holding tank, sludge thickener and loading station, public access reuse storage tank, rapid infiltration basins, an operations and maintenance building, and two 70' clarifiers.

SOUTH BERMUDA WRF SCREEN ADDITION AND DIFFUSERS REPLACEMENT PROJECT (CMAR)

TOHO WATER AUTHORITY // \$3,535,100

PROJECT MANAGER: Rehabilitation of the **BNR basin headworks** at the South Bermuda WRF including grit removal, demolition and replacement of existing diffusers, and installation of supports for aeration piping as well as replacement of gate actuators, **installation of a 12 MGD** manual bar screen, expansion and epoxy coating of the channel.

POLK POWER STATION REGIONAL RECLAIMED WATER PROJECT TECO - TAMPA ELECTRIC // \$28,856,022

PROJECT MANAGER: Installation of a steel pretreatment system that included a primary clarifier, a deep bed gravity conventional filter structure, two 2.85 MGD reverse osmosis (RO) filtration skids along with two 350 hp vertical turbine pumps, sludge thickening tank, spent backwash tank, sludge dewatering, and four metal buildings. Installation of 5,000 LF of 3" HDPE process piping. 2,000 LF of 14" to 24" interconnecting piping. and 100 different pumps across the plant. Included 13 MGD reclaimed water pump station with two 300 hp vertical turbine pumps, intake structure, and wet well was concurrently built.

EASTERN REGIONAL WATER SUPPLY FACILITY - PHASE 2B EXPANSION

ORANGE COUNTY, FL // \$21,200,000

PROJECT ENGINEER: Expanded the existing plant from 25 MGD to 40 MGD including a state-of-the-art on-site sodium hypochlorite generation system that replaced the existing gas chlorination system. Additional work included eight new forced draft aerators, four new two-stage air quality control units and two additional high service pumps installed in two existing pump cans. All six pumps were provided with new VFDs.

PREVIOUS EXPERIENCE

ADKINS WATER TREATMENT PLANT EXPANSION

GREENVILLE WATER // \$42,000,000

PROJECT ENGINEER: This project consisted of a WTP **expansion from 20 to 40 MGD which included a new 20 MGD water flocculation /settling basin and sand filtration system, new influent flow distribution box, 1 MG storage tank**, installation of 3,960 LF of 54" DIP influent line from the existing influent pump station, and a hydropneumatics pulsation damper. Also included an expansion of influent pump station, high service pump station and water storage pump station, upgrade of chemical systems, and remediation of the existing flocculation and settling basins.

Tom Manning has partnered with **Halff** on 13 projects—exceeding \$175M in construction value—delivering collaborative, schedule-safe outcomes across Florida and the Southeast. For the City's WWTF #2, Tom's familiarity with the Carrousel® biological process, secondary clarifiers, and tertiary disk filtration we are proposing will shorten the preconstruction learning curve and sharpen constructability, sequencing, and MOPU planning. Many of those joint projects used Ovivo equipment and process technologies—including Carrousel® basins, clarifier drive units, and disk filtration—giving Tom and the team practical insight into installation tolerances, start-up, and commissioning.

CSP

RYAN SMITH SAFETY MANAGER



WINTER GARDEN-BASED

PROFESSIONAL SUMMARY

Ryan's experience includes roles as Estimator, Project Engineer, Project Manager, and Safety Manager on water and wastewater projects. As Regional Safety Manager, Ryan oversees safety on various projects across the Eastern region and assists projects in understanding OSHA regulations and standards including OSHA compliance. This consists of inspecting and evaluating job site environments, equipment, and practices to comply with safety standards and government regulations. Ryan recommends measures to help protect workers on job sites from potentially hazardous work methods, processes, or materials. He also develops hazard control practices and programs including job-specific Site Safety Plans and Emergency Action Plans.

REFERENCE PROJECT EXPERIENCE

**See Tab II- Business/Firm History and Information, page 6 for a detailed description.*

NORTHWEST REGIONAL WATER RECLAMATION FACILITY EXPANSION (DESIGN-BUILD)

HILLSBOROUGH COUNTY, FL // \$186,859,473

REGIONAL SAFETY MANAGER

GIBSON PLACE UTILITY COMPANY WWTP #1 (PROGRESSIVE DESIGN-BUILD)

GIBSON PLACE UTILITY, CO., LLC // \$74,376,453

REGIONAL SAFETY MANAGER

LAKE MARION WRF REPLACEMENT AND EXPANSION (CMAR)

TOHO WATER AUTHORITY // \$28,874,299

SAFETY MANAGER

QUALIFICATIONS

Garney Experience: 23 years

Industry Experience: 24 years

Education

Mississippi State University, BS in
Civil Engineering

Certifications & Trainings

Certified Safety Professional
CSP-31681

Confined Space Entry & Rescue

EM 385-1-1 40-Hour

OSHA 30-Hour

OSHA 40-Hour HAZWOPER

OSHA 500 Trainer Course

OSHA 510 Standards for Construction

OSHA Competent Person - Confined
Space, Silica, Fall Protection,
Scaffolding, and Trenching
& Excavation

Member of American Society of
Safety Engineer

ADDITIONAL PROJECT EXPERIENCE

MAYPORT NAVAL STATION WWTP (PROGRESSIVE DESIGN-BUILD)

NAVAL STATION MAYPORT // **CONFIDENTIAL**

REGIONAL SAFETY MANAGER: Rehabilitation of an existing wastewater treatment plant including the installation of aeration basins, chemical feed facilities, filter pump station, primary clarifier, headworks, intake structure, SBR process, and belt press dewatering system.

WINTER GARDEN WASTEWATER TREATMENT PLANT EXPANSION CITY OF WINTER GARDEN, FL // **\$9,907,842**

PROJECT ENGINEER: Rehabilitation of existing influent pump station, new pretreatment structure, treatment basin with fine bubble aeration and two 48' diameter clarifiers, traveling bridge filters, upgrade existing treatment basin, blower/generator building and operations building.

SUGAR CREEK WWTP RELIABILITY IMPROVEMENTS (CMAR) CHARLOTTE WATER // **\$23,800,451**

SAFETY MANAGER: Upgrading existing blowers with high-speed turbo blowers, upgrading pre-anoxic swing zones, redistributing diffusers, implementing ammonia-based aeration control (ABAC) and installing a new aeration basin influent (ABI) flow distribution structure, adding chemical phosphorus removal feed system, converting main lift pumping station, rehabilitating effluent filters, implementing final clarifier launder improvements and RAS pumping improvements, and replacing the flow control gates.

LAKE WALES WASTEWATER TREATMENT FACILITY REHAB/EXPANSION

CITY OF LAKE WALES, FL // **\$3,613,702**

PROJECT MANAGER: Installation of a new fine screen and for headworks, addition of two aeration rotors to the oxidation ditch, replacement of the two existing clarifier mechanisms with new ones, and the conversion of an existing traveling bridge sand filter to disc filters. Included a new 200,000 gallon aerobic digester and rehabilitation of an existing aerobic digester system. The treatment capacity was **increased from 1.9 MGD to 2.19 MGD**.

DAVID L. TIPPIN WATER TREATMENT FACILITY CHEMICAL SYSTEM IMPROVEMENTS (PROGRESSIVE DESIGN-BUILD)

CITY OF TAMPA, FL // **\$41,057,978**

REGIONAL SAFETY MANAGER: Improvements to the existing facility to **expand its capacity from 120 MGD to 140 MGD** including a new onsite sodium hypochlorite generation (OSHG) facility, demolition of the chlorine storage and feed system, replacement of the anhydrous ammonia system, rehabilitation of the existing chemical pipe trenches, pond construction, and restoration of the ozone contactor basin. It will require bypass pumping, new building construction, and will require public relations due to the proximity to residential homes.

**RYAN'S
VALUE
TO THE
CITY**

25

**WASTEWATER
TREATMENT
PLANT PROJECTS
WORTH \$810 MILLION**

26

**COLLABORATIVE
DELIVERY
PLANT PROJECTS
WORTH \$2.1 BILLION**

10

**TREATMENT
PLANT EXPANSION
PROJECTS
WORTH \$559 MILLION**

HENRY CLAY DUFFIE WATER RESOURCE FACILITY (CMAR)

MOUNT PLEASANT WATERWORKS // \$59,380,148

SAFETY MANAGER: Expanded facilities 6 MGD annual average daily flow (AADF) to 8 MGD AADF related to the headworks, influent pump station, screening and grit removal of raw influent, biological process basins (anoxic zones and aeration basins), odor control system, flow EQ tank, secondary clarification, process blowers and building, chlorine contact basins, sludge dewatering upgrades including a belt press, major electrical including new central power distribution center and generators, and SCADA systems.

SOUTH BERMUDA WRF SCREEN ADDITION AND DIFFUSERS REPLACEMENT PROJECT (CMAR)

TOHO WATER AUTHORITY // \$3,535,100

REGIONAL SAFETY MANAGER: Rehabilitation of the BNR basin headworks at the South Bermuda WRF including grit removal, demolition and replacement of existing diffusers, and installation of supports for aeration piping as well as replacement of gate actuators, installation of a 12 MGD manual bar screen, expansion and epoxy coating of the channel.

RECLAIMED WATER DISTRIBUTION SYSTEM (PROGRESSIVE DESIGN-BUILD)

CITY OF BOYNTON BEACH, FL // \$11,000,000

REGIONAL SAFETY MANAGER: Reclaimed water plant expansion by 3.85 MGD to meet state requirements. Preconstruction phase included route analysis and design services ending with a GMP for construction. Construction phase included a reclaimed water storage tank, reclaimed water booster pumping facility, remote disinfection system, remote pressure sensors, and electrical and I&C. Additional work included reclaimed water mains and associated HDD waterway crossings, reclaimed service lines, and flow meters.

PREVIOUS EXPERIENCE

MALLARD CREEK WWTP EXPANSION

CHARLOTTE-MECKLENBURG UTILITY DEPARTMENT // \$25,000,000

PROJECT ENGINEER: Project consisted of new headworks, an equalization basin, aeration basins, primary and secondary clarifiers, UV disinfection, automatic backwash filters, sludge heaters, and storage tanks. Also included the renovation and replacement of the existing influent pump station, sludge centrifuges, aeration basins, trickling filters, and primary and secondary clarifiers.

RYAN WINSLOW

PRECONSTRUCTION / PROJECT MANAGER



WINTER GARDEN-BASED

PROFESSIONAL SUMMARY

Ryan brings 22 years of industry expertise to this project, leveraging his knowledge from day one. During preconstruction, Ryan's responsibilities include providing VE ideas, constructability reviews, and project coordination, ensuring your project is completed on time and within budget. During construction, he will coordinate daily work for crew members and subcontractors, and ensure that safety, quality, schedule, and cost remain top priorities throughout your project.

PROJECT EXPERIENCE

WILDWOOD WRF BNR IMPROVEMENTS (CMAR)

CITY OF WILDWOOD, FL // \$150,000,000

PROJECT MANAGER: CMAR preconstruction and construction services for short-term BNR improvements to the existing Wildwood WRF and the construction of a new 6.0 MGD WRF adjacent to the existing plant capable of producing an **AWT effluent**.

THE RANCH AUXILIARY WATER SUPPLY WELL PROJECT

TOHO WATER AUTHORITY // \$2,885,308

PROJECT MANAGER: Work included installation of an auxiliary water supply well pump station with one 300-hp vertical turbine pump at 3,700 GPM for a total capacity of 5.328 MGD, well pump installation, 540 LF of 1" to 16" PVC and RCP finished water, raw water, reclaimed water, and stormwater lines, construction dewatering, electrical, paving, street work, and a directional drill for a 125 LF county road crossing.

PREVIOUS EXPERIENCE

HOWELL PARK WTP IMPROVEMENTS / UPGRADES

CITY OF CASSELBERRY, FL // \$2,570,000

PROJECT MANAGER: Project included infrastructure upgrades, including demolition and replacement of existing buildings, installation of new high-service pumps, site piping reconfigurations, chemical system upgrades, electrical system improvements, and full site restoration.

QUALIFICATIONS

Garney Experience: 2 years

Industry Experience: 22 years

Education

Georgia Institute of Technology, BS in Civil Engineering

Certifications & Trainings

FL Engineer-In-Training (EIT)

First Aid & CPR

OSHA 30-Hour

USACE Construction Quality Management Certification

USACE Quality Control System (QCS/RMS)

ADVANCED WATER RECLAMATION PLANT EXPANSION

CITY OF CUMMING, GA // \$30,000,000

PROJECT ENGINEER: Scope included construction of a new influent pump station, a biosolids reduction system, and an ultraviolet disinfection system.

LS 97 FORMOSA GARDENS SANITARY SEWER REHABILITATION PROJECT

TOHO WATER AUTHORITY // \$4,700,000

PROJECT MANAGER: Sewer rehabilitation project in the Kissimmee area of Formosa Gardens Boulevard and W. Irlo Bronson Memorial Highway involving replacing and relining sewer lines and manholes.

WEKIVA SPRINGS SEPTIC TANK RETROFIT PROJECT, PHASE I ORANGE COUNTY, FL

PROJECT MANAGER: The multi-phased project included construction of a sanitary sewer main, laterals, sewer connections, lift stations, and septic tank abandonment for 367 parcels in the Sweetwater West, Wekiva Highlands, and Palms 1 and 2 neighborhoods.

LONGDALE SEPTIC ABATEMENT PROJECT

CITY OF LONGWOOD, FL // \$3,490,000

PROJECT MANAGER: Project provided 225 residential properties with central sanitary sewer service and abandonment of all existing septic systems.

SAN REMO SANITARY SEWER REHABILITATION PROJECT

TOHO WATER AUTHORITY // \$4,610,000

PROJECT MANAGER: Scope includes repairing, replacing, and lining sewer mains/lines and manholes to reduce system failures and inflow/infiltration (I&I) within the service area.

SANTA ROSA ISLAND RANGE COMPLEX RETAINING WALLS

US AIR FORCE // \$30,000,000

QUALITY CONTROL MANAGER: Demolition of existing retaining walls and construction of 3,000 LF of new retaining walls.

SHANDS HOSPITAL TUNNEL

UNIVERSITY OF FLORIDA // \$9,000,000

ASSISTANT PROJECT MANAGER: Construction of a 440-foot cur and cover tunnel connecting two parts of the University of Florida medical complex.

PIER 5 REPLACEMENT

US NAVY // \$164,000,000

PROJECT ENGINEER: Included the demolition of two existing piers, two berths, buildings, and the construction of a 1,225-foot-long pier. This also included mechanical and electrical shore-tie stations, a 2,280 square foot saltwater pump station, and heavy weather mooring.

**RYAN'S
VALUE
TO THE
CITY**

10

**TOTAL PROJECTS
WORTH \$401 MILLION**

2

**TOTAL GARNEY
PROJECTS
WORTH \$153 MILLION**

22

**YEARS OF
INDUSTRY
EXPERIENCE**

DBIA

ADAM CORN QUALITY CONTROL



G GARNEY

WINTER GARDEN-BASED

PROFESSIONAL SUMMARY

Adam has spent most of his career managing treatment plant projects in the Southeastern United States. Adam's duties as Quality Control include daily management of operations in the field, client engagement, material procurement and approval, submittal development and management, site preparation, subcontractor management and documentation, scheduling deliveries, and attending progress meetings. Adam also oversees project administrative duties, including all safety and quality documentation.

REFERENCE PROJECT EXPERIENCE

**See Tab II- Business/Firm History and Information, page 6 for a detailed description.*

LAKE MARION WRF REPLACEMENT AND EXPANSION (CMAR)

TOHO WATER AUTHORITY // \$28,874,299
PRECONSTRUCTION MANAGER

NORTHWEST REGIONAL WATER RECLAMATION FACILITY EXPANSION (DESIGN-BUILD)

HILLSBOROUGH COUNTY, FL // \$186,859,473
PRECONSTRUCTION MANAGER

ADDITIONAL PROJECT EXPERIENCE

SOUTHWEST WATER RECLAMATION FACILITY (WRF) EXPANSION PROJECT (CMAR)

JEA // \$114,220,667

PRECONSTRUCTION MANAGER: Expansion of an existing 14 MGD water reclamation facility to 18 MGD. The anticipated improvements include a headworks, BNR train, two secondary clarifiers with RAS and WAS pumping, tertiary filtration system, removal and replacement of existing UV disinfection, expansion of the post aeration system, and the effluent pump station, and an operations and maintenance building. Additional work includes electrical and instrumentation, sludge holding tank aeration/mixing system modifications, outfall improvements, yard piping, electrical, grading, driveways/parking, landscaping, and stormwater facilities.

QUALIFICATIONS

Garney Experience: 16 years
Industry Experience: 16 years

Education

University of Central Florida,
BS in Civil Engineering

Certifications & Trainings

Design-Build Professional D-3735

Engineer-In-Training (E.I.T.)

OSHA 30-Hour

OSHA Competent Person -
Crane Signal and Rigging

Member of Design-Build Institute
of America

Member of American Water
Works Association

Member of Water
Environment Federation

ONE WATER – SOUTH WASTEWATER CONVEYANCE AND TREATMENT PROJECT (PROGRESSIVE DESIGN-BUILD)

HILLSBOROUGH COUNTY, FL // \$671,000,000

PRECONSTRUCTION MANAGER: A preconstruction design phase and a construction phase that includes a new **18.5 MGD advanced wastewater treatment facility**, a new wastewater pump station with an average of 18.5 MGD and a minimum peak capacity of 41 MGD, and 52, 800 LF of 24" and 42" wastewater force mains and 36,360 LF of 36" reclaimed water main.

SOUTH BERMUDA WRF UPGRADES AND EXPANSION (CMAR)

TOHO WATER AUTHORITY // \$6,744,705

PRECONSTRUCTION MANAGER: Demolition of the existing and construction of a new grit facility, improvements to clarifiers 1-3 including new RAS/ WAS pumps, and new launder covers, improvements to sodium hypochlorite building, and upgrades to all instrumentation and controls.

SOLIDS HANDLING FACILITY AT WESTERN WAKE WRF, CONTRACT 2

TOWN OF CARY, NC // \$27,781,495

ASSISTANT PROJECT MANAGER: Installation of two Kruger BioCon dryers, construction of liquid sludge loading facilities, scum digester, belt filter press, cake pumping and storage, polymer storage and feed system, cake receiving, dried storage silos, and odor control facilities.

RIVER OAKS DIVERSION PROJECT (DESIGN-BUILD)

HILLSBOROUGH COUNTY, FL // \$27,472,682

PRECONSTRUCTION MANAGER: New wastewater pump station consisting of four 385 hp pumps, two 140 hp jockey pumps, and two back-up diesel 475 hp pumps; force mains consisting of 17,840 LF of 30" to 36" DIP; relocation of the River Oaks outfall; demolition of the existing River Oaks Advanced Wastewater Treatment Facility; installation of 10,020 LF of 20" DIP reclaimed waterline through residential areas; and associated site restoration, paving, sheet piling, excavation, trenchless installation, dewatering, and electrical.

SOUTHEAST LOWER FLORIDAN AQUIFER (LFA) WELLFIELD PROJECT, PHASE 1 (CMAR)

POLK REGIONAL WATER COOPERATIVE // \$344,613,726

PRECONSTRUCTION MANAGER: Consists of three sections including the construction of a wellfield with five wells and raw water transmission main, the Southeast LFA Water Production Facility (SELFAPWF) with RO membranes and other facilities, and the installation of 66 miles of 6" through 42" finished water transmission mains. This project was a joint venture with partner Wharton-Smith Inc.

**ADAM'S
VALUE
TO THE
CITY**

9

**WASTEWATER
TREATMENT
PLANT PROJECTS
WORTH \$1.0 BILLION**

13

**COLLABORATIVE
DELIVERY
PLANT PROJECTS
WORTH \$1.4 BILLION**

5

**TREATMENT
PLANT EXPANSION
PROJECTS
WORTH \$1.0 BILLION**

DAN PELTON PRECONSTRUCTION SUPPORT



WINTER GARDEN-BASED

PROFESSIONAL SUMMARY

Dan will provide support during the preconstruction phase, ensuring projects are set up for success through detailed planning and coordination. His responsibilities include facilitating value engineering and constructability reviews, validating cost estimates, and assisting with GMP development. Dan will work closely with owners, engineers, and subcontractors to align design intent with budget and schedule requirements, while identifying opportunities for risk mitigation and efficiency improvements. He will also assist with electrical and control submittal review, coordination, and testing during Phase 2 construction.

PROJECT EXPERIENCE

MAYPORT NAVAL STATION WWTP (PROGRESSIVE DESIGN-BUILD)

NAVAL STATION MAYPORT // **CONFIDENTIAL**

PROJECT ENGINEER: Rehabilitation of an existing wastewater treatment plant including the installation of aeration basins, chemical feed facilities, filter pump station, primary clarifier, headworks, intake structure, SBR process, and belt press dewatering system.

ONE WATER – SOUTH WASTEWATER CONVEYANCE AND TREATMENT PROJECT (PROGRESSIVE DESIGN-BUILD)

HILLSBOROUGH COUNTY, FL // **\$671,000,000**

PROJECT ENGINEER: Conventional activated sludge treatment facility with a headworks, **five-stage Bardenpho biological nutrient removal process** in eight basins, screening, grit removal, EQ tanks, clarifiers, disc filters, chlorine contact, sodium hypochlorite for disinfection, sodium bisulfite for dechlorination, and four 10 MG storage tanks for reclaimed water storage and distribution. The 54 MGD super lift station will have dry pit submersible pumps and a 5 MG emergency storage tank. The pipelines will consist of 52,800 LF of 24" and 42" wastewater force mains, and 36,360 LF of 36" reclaimed water.

QUALIFICATIONS

Garney Experience: 1 year
Industry Experience: 22 years

Education

Kansas Local Union #226,
5-Year Electrical Apprenticeship

Certifications & Trainings

Electrical Contractors License

First Aid & CPR

OSHA 30-Hour

BEE RIDGE WATER RECLAMATION FACILITY EXPANSION & CONVERSION TO ADVANCED WATER TREATMENT (CMAR)

SARASOTA COUNTY FLORIDA // \$253,714,966

PROJECT ENGINEER: Expansion of the existing 12 MGD plant to 18 MGD and treatment process upgrade from advanced secondary for public access reuse to advanced wastewater treatment. The scope consists of headworks and grit removal, flow EQ basins, biological process basins, MBR basins, chemical storage and feed facilities, reclaimed water distribution pumping system and tank, sludge holding tank with blowers, administration building, and electrical/blower building. Additional upgrades include drain and pumping systems, generators, two stormwater ponds, and demolition of existing facilities. All work to be completed while the existing plant is in operation using bypass pumping.

WILDWOOD WRF BNR IMPROVEMENTS (CMAR)

CITY OF WILDWOOD, FL // \$150,000,000

PROJECT ENGINEER: CMAR preconstruction and construction services for short-term BNR improvements to the existing Wildwood WRF and the construction of a new 6.0 MGD WRF adjacent to the existing plant capable of producing an AWT effluent.

CONWAY WTP GAC & CHLORINE CONVERSION (CMAR)

ORLANDO UTILITIES COMMISSION // \$20,623,849

PROJECT ENGINEER: New facilities at an existing WTP to remove THM precursors and total organic carbon that include a GAC contactor facility, control building, and generators. The GAC contactor facility consists of fourteen vertical pressure contactors, vertical turbine pumps, and two backwash pumps; bridge crane; connective DIP piping; valves, instrumentation, and controls; and a sodium hypochlorite feed system and storage. The control building consists of a new structure to house electrical switchgear, a motor control center, VFDs, and a backup primary control room.

DAN'S VALUE TO THE CITY

4

**WASTEWATER
TREATMENT
PLANT PROJECTS
WORTH \$1.1 BILLION**

5

**COLLABORATIVE
DELIVERY
PIPELINE PROJECTS
WORTH \$1.2 BILLION**

3

**TREATMENT
PLANT EXPANSION
PROJECTS
WORTH \$1 BILLION**

MIKE PARRISH ESTIMATING LEAD



G GARNEY

WINTER GARDEN-BASED

PROFESSIONAL SUMMARY

Mike's experience includes many years of collaborative delivery proposals and bids, such as CMAR and Design-Build. He has experience with design, drawing and constructability reviews, as well as involvement with value engineering processes, cost analysis, and documentation. Mike's responsibilities as Estimating Lead include managing the review and scoping of supplier/subcontractor bids, organizing value engineering and bid turnover meetings, maintaining solid relationships with subcontractors, engineers, and owners, and often preparing conceptual budgets for owners and engineers.

REFERENCE PROJECT EXPERIENCE

**See Tab II- Business/Firm History and Information, page 6 for a detailed description.*

APOPKA WATER RECLAMATION FACILITY EXPANSION (CMAR)

CITY OF APOPKA, FL // \$62,283,343

ESTIMATOR

LAKE MARION WRF REPLACEMENT AND EXPANSION (CMAR) TOHO WATER AUTHORITY // \$28,874,299

SENIOR ESTIMATOR

NORTH SUMTER UTILITY WASTEWATER TREATMENT PLANT - PHASE 2 (PROGRESSIVE DESIGN-BUILD)

NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT // \$3,378,852

PROJECT ENGINEER

ADDITIONAL PROJECT EXPERIENCE

FLORENCE REGIONAL WASTEWATER MANAGEMENT FACILITY - CONTRACT 2

CITY OF FLORENCE, SC // \$63,644,525

PROJECT ENGINEER: Expansion to 22 MGD facility included an influent pump station, aeration basins, blower building, secondary clarifiers, drain pump station, RAS/WAS pumping facility, sludge transfer pumping facility, solids processing building, grease concentrating facility, effluent pump station, retrofitting new plant water pumps, new grease/septage truck offloading facility, modifications to existing primary clarifier, new diesel fuel storage area, as well as

QUALIFICATIONS

Garney Experience: 18 years

Industry Experience: 21 years

Education

University of Florida, BS in
Building Construction

Certifications & Trainings

FL Stormwater, Erosion & Sediment
Control Inspector 23047

AGTEK Certified Training -
Sitework 4D

First Aid & CPR Trained

OSHA 30-Hour Trained

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

LOWER DORCHESTER WASTEWATER TREATMENT PLANT EXPANSION (CMAR)

DORCHESTER COUNTY, SC // \$201,048,591

SENIOR ESTIMATOR: Existing WWTP expansion from 8 to 16 MGD consisting of demolition of existing structures and construction of headworks, grit facilities, secondary clarifiers, aeration basin blowers and fine bubble diffusers, rotary drum thickeners, disc filters, submersible mixers, RAS/WAS pumps, chlorine chemical feed facilities, influent lift pump station, manhole, and disinfection processes using chlorine, sodium hypochlorite, and UV. Additional work includes tree removal and replacement, piping, grading and paving, retrofit of the existing administration building, new electrical and maintenance buildings, instrumentation and controls, and HVAC equipment.

WASTEWATER TREATMENT PLANT UPGRADES

CITY OF INVERNESS, FL // \$13,701,329

PROJECT ENGINEER: Construction of new headworks, aeration tanks, four 40' diameter clarifiers, two stainless steel rotating disc filters, chlorination tanks, chemical feed facilities, disinfection facilities, sludge building and treatment equipment, all pumping equipment, influent lift station, carousel process basin, post aeration, and odor control.

NANSEMOND TREATMENT PLANT ADVANCED NUTRIENT REDUCTION IMPROVEMENTS PHASE II (DESIGN-BUILD)

HAMPTON ROADS SANITATION DISTRICT // \$311,467,517

SENIOR ESTIMATOR: Upgrade and expansion of the existing Nansemond Treatment Plant to improve nutrient reduction and increase capacity from 37 MGD to 50 MGD. Includes influent distribution box, rerouting screened raw wastewater pipelines, demolition and replacement of clarifier mechanisms, renovations of sludge loadout systems for screw conveyors, upgrades to chemical feed, and upgraded pumps for the effluent pump station. New equipment includes primary and secondary clarifiers, a switchgear building, centrifuges, EQ basin, aeration tanks, blowers, chlorine contact chamber, gravity thickeners, odor control system, scum concentration equipment, RAS/WAS pump station, piping, and electrical, instrumentation, and controls.

SOUTHWEST WATER RECLAMATION FACILITY (CMAR)

CITY OF NORTH PORT, FL // \$40,456,889

SENIOR ESTIMATOR: Construction of a new 2.0 MGD WWRF that consisted of a membrane diffuser with turbo blowers, chemical feed facilities, two secondary clarifiers, aerobic coarse bubble diffuser, sodium hypochlorite disinfection, grit facilities, headworks, submersible mixers, odor control system, two deep bed filters, a 2.0 MG Reject Storage tank, ponds, and a centrifuge solids dewatering system. Included stormwater infrastructure, a 12" HDPE carrier pipe for the HDD for 204 LF, 1,000 LF of 12" and 24" PVC sewer pressure pipe, 3,000 LF of 8" PVC waterline for the fire hydrants, electrical and controls, and paving.

MIKE'S VALUE TO THE CITY

16

**WASTEWATER
TREATMENT
PLANT PROJECTS
WORTH \$1.5 BILLION**

21

**COLLABORATIVE
DELIVERY
PLANT PROJECTS
WORTH \$2.1 BILLION**

12

**TREATMENT
PLANT EXPANSION
PROJECTS
WORTH \$1.2 BILLION**

DREW DAVID SENIOR SUPERINTENDENT



WINTER GARDEN-BASED

PROFESSIONAL SUMMARY

Drew started working in the construction industry in 1990 and has involved experience with water and wastewater treatment facilities, pipelines, roadways, site development and district energy systems. Drew's responsibilities include managing field labor, subcontractors and equipment. He works closely with the Project Manager and the Project Engineer on the overall schedule. He also carries responsibility for managing the inventory of on-site materials and submittal reviews, all while maintaining a safe working environment.

REFERENCE PROJECT EXPERIENCE

**See Tab II- Business/Firm History and Information, page 6 for a detailed description.*

APOPKA WATER RECLAMATION FACILITY EXPANSION (CMAR)

CITY OF APOPKA, FL // \$62,283,343

SUPERINTENDENT

LAKE MARION WRF REPLACEMENT AND EXPANSION (CMAR)

TOHO WATER AUTHORITY // \$28,874,299

SUPERINTENDENT

ADDITIONAL PROJECT EXPERIENCE

OZONE AT CONWAY WATER TREATMENT PLANT (CMAR) ORLANDO UTILITIES COMMISSION // \$6,446,408

SUPERINTENDENT: Demolition of the existing fine bubble diffusion system in the ozone contact basins that were located within the existing clearwells and replacement with an ozone sidestream injection system that included a horizontal 36" pipeline flash reactor, pumps, injectors, and a gas flow control system. Electrical modifications were required to handle future electrical loads from the new equipment.

QUALIFICATIONS

Garney Experience: 12 years

Industry Experience: 35 years

Education

Youngstown State University, BS
in Civil Engineering Technology

Certifications & Trainings

OSHA 30-Hour

OSHA Competent Person - Confined
Space, Fall Protection, Rigging, and
Trenching & Excavation

CONWAY WTP GAC & CHLORINE CONVERSION (CMAR)

ORLANDO UTILITIES COMMISSION // \$20,623,849

SUPERINTENDENT: New facilities at an existing WTP to remove THM precursors and total organic carbon that include a GAC contactor facility, control building, and generators. The GAC contactor facility consists of fourteen vertical pressure contactors, vertical turbine pumps, and two backwash pumps; bridge crane; connective DIP piping; valves, instrumentation, and controls; and a sodium hypochlorite feed system and storage. The control building consists of a new structure to house electrical switchgear, a motor control center, VFDs, and a backup primary control room.

ELECTRICAL RELIABILITY AT CONWAY WATER TREATMENT PLANT (CMAR)

ORLANDO UTILITIES COMMISSION // \$2,000,000

SUPERINTENDENT: Installation of new generator and associated electrical work to improve reliability by upgrading the existing electrical systems that support Wells No. 4 and 5 so that it has an appropriately sized generator to back up its utility sources.

AIRPORT WATER RECLAMATION FACILITY PHASE 2 IMPROVEMENTS

HERNANDO COUNTY UTILITIES DEPARTMENT // \$24,060,873

ASSISTANT SUPERINTENDENT: Construction of a 475' long cast in place oxidation ditch including submersible mixers and aerators, headworks structure including grit removal equipment, two secondary clarifiers, a centrifuge, chlorine contact basin, rapid infiltration basins, sodium hypochlorite chemical system upgrades including two chemical storage tanks, ductile iron yard piping up to 42" diameter, complete electrical and I&C integration with SCADA, and three precast electrical MCC buildings.

EASTERN REGIONAL WATER SUPPLY FACILITY (WSF) IMPROVEMENTS PHASE IIIA

ORANGE COUNTY UTILITIES // \$13,434,060

ASSISTANT SUPERINTENDENT: Improvements include a new masonry generator building, three 2000 KW generator sets with two fuel storage tanks and supply systems, new sodium hydroxide feed pumps for air quality control systems, six peristaltic hose pumps, additional water softeners and brine storage, and a new lift station.

EQUALIZATION BASINS 1 AND 2 AND ELECTRICAL BUILDING HOLSTON ARMY AMMUNITION PLANT // CONFIDENTIAL

SUPERINTENDENT: Installation of two pre-cast manholes, construction of 64 concrete pipe supports, erection of 82 metal pipe supports, welding and installation of 3,000 LF of 24" stainless steel force main, construction of 185' and 135' concrete equalization basins, installation of a Jet-Mix system including five mixing pumps, construction of three masonry buildings, construction of a cast-in-place mixer vault, site electrical, plumbing, and painting.

DREW'S VALUE TO THE CITY

11

**WASTEWATER
TREATMENT
PLANT PROJECTS
WORTH \$163 MILLION**

5

**COLLABORATIVE
DELIVERY
PLANT PROJECTS
WORTH \$113 MILLION**

4

**TREATMENT
PLANT EXPANSION
PROJECTS
WORTH \$107 MILLION**

**ADDITIONAL MEDIA FILTERS AT IWWT
HOLSTON ARMY AMMUNITION PLANT //**

CONFIDENTIAL

SUPERINTENDENT: Installation of four media filter cells, renovation of four existing media filter cells, instrumentation and controls, electrical upgrades, and installation of an effluent screw pump and various piping runs.

**ANOXIC BASINS 5E AND 6E AND ALT 1 UPGRADE
ANOXIC BASINS 3E AND 4E
HOLSTON ARMY AMMUNITION PLANT //**

CONFIDENTIAL

SUPERINTENDENT: Construction of two 52' x 53' anoxic basins, installation of four hyperboloid mixers, four coarse bubble diffusers, mud valves, stop and slide gates, relocation and replacement of two manholes, grating, supports, electrical system, air compressors, centrifugal pumps, demolition of an existing basin trough, 6 MGD of temporary bypass pumping, 500 LF of 1" stainless steel process pipe, 400 LF of 4" and 42" DIP force main, and 100 LF of 8" DIP stormwater pipe.

**ANOXIC BASINS 30 AND 40 AND CONTROL ROOM
HOLSTON ARMY AMMUNITION PLANT //**

CONFIDENTIAL

SUPERINTENDENT: Installation of 150 LF of 18" stainless steel force main, 6 MGD of temporary bypass pumping, a mixing box concrete structure, hyperboloid mixers, 18" submersible and centrifugal pumps, walkways and platforms, an 18" manhole, and electrical installations including new MCC, ATS, and PLC panels and programming.

**REEDY CREEK LIFT STATION NO. 1
CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT (FORMERLY REEDY CREEK
IMPROVEMENT DISTRICT) //** **\$3,571,350**

SUPERINTENDENT: Construction of a new lift station by caisson construction methods with a cast-in-place wet well with valve vault, four 90 HP submersible pumps with the capacity to pump at 10 MGD, odor control system, monorail, trolley and hoist, generator, site work, electrical, two 35' deep sheeted coffer cells to install a 48" jack and bore casing, 30" PVC gravity sewer, and 20" fusible PVC pressure force main via horizontal directional drill.

**SANDHILL WRF TERTIARY DISK FILTRATION
SYSTEM**

TOHO WATER AUTHORITY // **\$3,149,900**

SUPERINTENDENT: Disk filter system expansion and effluent valve improvements included a concrete splitter box and gates, concrete structure for new disk filters, installation of disk filters and overhead bridge crane, stairs and grating, filter/backwash/drain piping, control panels, motor-operated valves, and electrical and instrumentation.

CHARLIE GILL BIM/VDC



WINTER GARDEN-BASED

PROFESSIONAL SUMMARY

As a BIM/VDC Manager, Charlie leads the use of digital tools to plan, coordinate, and execute construction projects, focusing on improving efficiency, reducing errors through clash detection, optimizing schedules, and managing costs by integrating design, engineering, and field data into 3D models and digital workflows for better project outcomes.

PROJECT EXPERIENCE

LOWER DORCHESTER WASTEWATER TREATMENT PLANT EXPANSION (CMAR)

DORCHESTER COUNTY, SC // \$201,048,591

BIM/VDC MANAGER: Existing WWTP expansion from 8 to 16 MGD consisting of demolition of existing structures and construction of headworks, grit facilities, secondary clarifiers, aeration basin blowers and fine bubble diffusers, rotary drum thickeners, disc filters, submersible mixers, RAS/WAS pumps, chlorine chemical feed facilities, influent lift pump station, manhole, and disinfection processes using chlorine, sodium hypochlorite, and UV. Additional work includes tree removal and replacement, piping, grading and paving, retrofit of the existing administration building, new electrical and maintenance buildings, instrumentation and controls, and HVAC equipment.

SOUTHEAST LOWER FLORIDAN AQUIFER (LFA) WELLFIELD PROJECT, PHASE 1 (CMAR)

POLK REGIONAL WATER COOPERATIVE // \$344,613,726

BIM/VDC MANAGER: Consists of three sections including the construction of a wellfield with five wells and raw water transmission main, the Southeast LFA Water Production Facility (SELFAWPF) with RO membranes and other facilities, and the installation of 66 miles of 6" through 42" finished water transmission mains. This project was a joint venture with partner Wharton-Smith Inc.

PLUM ISLAND WPCP PHASE 4 CAPITAL IMPROVEMENTS PROJECT (CMAR)

CHARLESTON WATER SYSTEM // \$99,104,460

BIM/VDC MANAGER: Construction of a biosolids facility including a new dewatering building with centrifuges, sludge feed pumping, polymer make-up and feed, dewatering, administration offices, controls room, primary clarifier, final settling tanks, PCPS improvements, disinfection facility including sodium hypochlorite storage and distribution, new odor control system, and demolition of existing facilities.

QUALIFICATIONS

Garney Experience: 1 year

Industry Experience: 13 years

Education

Colorado School of Mines, BS in Mechanical Engineering

Lincoln Technical Institute, AS Automotive Technology

Westchester Community College, AS Mech Engineering

Certifications & Trainings

OSHA 30-Hour

JACK HEWITT ASSISTANT PROJECT MANAGER



WINTER GARDEN-BASED

PROFESSIONAL SUMMARY

Jack assists Superintendents on job sites, supports submittal development and delivery, procures materials, supports site preparation and subcontractor management, schedules deliveries, prepares project schedules, and assists with progress meetings. His responsibilities as a Assistant Project Manager include submittal review, plan and specification review, project permits and compliance enforcement, project administration, subcontractor coordination, cost management, submittal coordination, submitting requests for information (RFIs), and preparing estimates.

PROJECT EXPERIENCE

WILDWOOD WRF BNR IMPROVEMENTS (CMAR)

CITY OF WILDWOOD, FL // \$150,000,000

ASSISTANT PROJECT MANAGER: CMAR preconstruction and construction services for short-term BNR improvements to the existing Wildwood WRF and the construction of a new 6.0 MGD WRF adjacent to the existing plant capable of producing an advanced wastewater treatment (AWT) effluent.

PREVIOUS EXPERIENCE

UPGRADES FOR POMPANO DRIVE PUMP STATION

JEA // \$3,802,397

ASSISTANT PROJECT MANAGER: Upgrade of the existing Pompano Drive pump station to a Class III duplex submersible with ability to add a third pump to meet current and future wastewater flows.

LIFT STATION NO.16 IMPROVEMENTS

CITY OF PALATKA, FL

ASSISTANT PROJECT MANAGER: Construction of a new lift station including a new concrete wet well, suction lift pumps, discharge force main, valves, bends and other appurtenances, junction manhole, gravity sewer piping and electrical as well as excavating and removing the existing abandoned dry well.

SR16 WWTF PROJECT

ST. JOHNS COUNTY, FL // \$4,000,000

ASSISTANT PROJECT MANAGER: Construction of a new reclaimed water pump station, replacement of the existing in-plant pump station, a new electrical building with electrical gear and Variable Frequency Drives (VFDs) for the new pumps, and associated electrical, instrumentation, and controls, pipe, appurtenance, and site work.

QUALIFICATIONS

Garney Experience: 1 year

Industry Experience: 9 years

Education

Seminole State College of Florida, BS in Construction Management

Florida State University, AA in Civil Engineering

Certifications & Trainings

PMI Scheduling Professional (PMI-SP)

Qualified Stormwater Management Inspector

Substation Entry Permit Certification

First Aid & CPR

OSHA 30-Hour

MANNY SYLVIA

START-UP AND COMMISSIONING (CONTROLS)



G GARNEY

WINTER GARDEN-BASED

PROFESSIONAL SUMMARY

Manny has experience coordinating start-up and commissioning activities on wastewater treatment plant projects, working closely with project teams, equipment vendors, and construction crews to ensure every system is properly planned and executed. By leading start-up and commissioning, Manny is committed to making sure each system runs as designed within equipment limitations before handover, with any deviations documented and explained to the owner's satisfaction. This approach results in smooth integration, minimal downtime, and gives the city confidence that all systems have been tested, documented, and are ready for reliable operation from day one.

REFERENCE PROJECT EXPERIENCE

**See Tab II- Business/Firm History and Information, page 6 for a detailed description.*

GIBSON PLACE UTILITY COMPANY WWTP #1 (PROGRESSIVE DESIGN-BUILD)

GIBSON PLACE UTILITY, CO., LLC // \$74,376,453
PROJECT ENGINEER

PROJECT EXPERIENCE

DAVID L. TIPPIN WATER TREATMENT FACILITY (DLTWTF) MASTER PLAN PROJECTS IMPLEMENTATION (PROGRESSIVE DESIGN-BUILD)

CITY OF TAMPA, FL // \$300,000,000

PROJECT ENGINEER: Expansion of the David L. Tippin Water Treatment Facility to 140 MGD to provide long-term sustainability of the City's water source and the installation of a magnetic ion exchange (MIEX) treatment system. The design includes engineering investigations, site planning, and cost estimating, followed by a construction phase that includes subcontract management, construction activities, start-up, preparation of O&M manuals, and training. This project is a joint venture with partner Wharton-Smith Inc.

QUALIFICATIONS

Garney Experience: 1 year
Industry Experience: 22 years

Certifications & Trainings

OSHA 30-Hour

First Aid & CPR

Manny has spent the last 20 years working for water treatment facilities. Although he has not been employed by Garney during that time, **Manny has worked with Garney project teams for the last 22 years** as a member of the plant's operational staff. The first eight years of that time was assisting field operations and the last **12 years has been focused on Instrumentation and Controls**. He is a hands-on, highly experienced operator who has now joined the Garney team and is ready to put that expertise to work for the benefit of the City.

An aerial photograph of a large-scale construction project, likely a water treatment facility. The image shows several large, circular concrete structures under construction, with extensive scaffolding and rebar visible. The foreground and middle ground are filled with construction materials, including stacks of steel beams and concrete blocks. In the background, a residential neighborhood with houses and trees is visible under a clear sky. The entire image is overlaid with a semi-transparent blue filter, and a solid red vertical bar runs along the right edge.

TAB IV

SANCTIONS, AND ADVERSE LITIGATION

TAB IV. SANCTIONS, AND ADVERSE LITIGATION

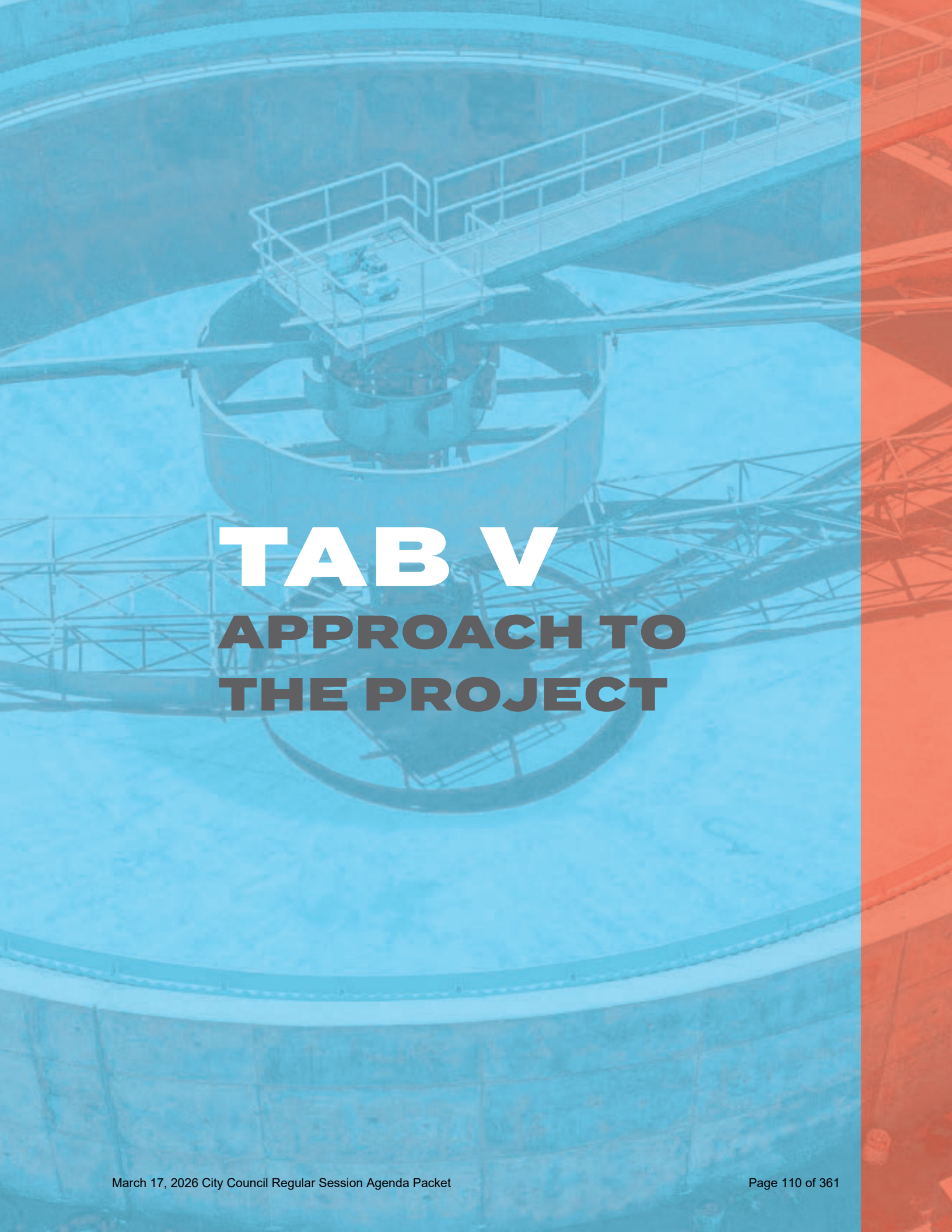
Within the normal course of business, Garney Companies, Inc. (Garney) is periodically involved as a party in a lawsuit or participates in dispute resolution. Most actions are not brought by Garney and are resolved before reaching a level of legal action. While Garney is occasionally engaged in claims and disputes involving subcontractors, suppliers, and the engineering and construction professions, it rarely results in litigation. No actions are currently pending that will materially impact our financial standing or our ability to perform on a project of any size. At no time has Garney ever been assessed liquidated damages or been debarred from bidding. The following matters constitute representative, material legal proceedings involving Garney in recent history:

Garney Companies, Inc. v. Miami-Dade County, FL

Garney filed a complaint in 2021 against Miami-Dade County, Florida, on the 48" Diameter Water Transmission Main for "Area N" seeking contract balances due.

Global Underground, Inc. v. Garney Companies, Inc.

A dispute between Garney and its horizontal directional drilling (HDD) subcontractor involving claims related to a failed HDD installation. Both parties filed claims in 2024.



TAB V

APPROACH TO THE PROJECT

TAB V. APPROACH TO THE PROJECT

INTRODUCTION AND OVERVIEW

The City of Mount Dora's Wastewater Treatment Facility (WWTF) #2 Expansion project will ensure the City's ability to support continued growth, comply with evolving regulatory requirements, and provide reliable, high-quality service to its residents and businesses. Garney's approach to this project is rooted in our deep experience with complex CMAR water and wastewater projects across Florida, our collaborative philosophy, and our commitment to delivering value, innovation, and certainty for the City.

The City is experiencing rapid development, particularly in the Wolf Branch Innovation District and surrounding areas. The expansion of WWTF #2 from 1.5 MGD to 3.5 MGD is essential to meet current and future capacity needs, enable new development, and replace aging infrastructure that is nearing the end of its useful life. In addition, the project must achieve advanced nutrient removal ($TN \leq 3.0$ mg/L, $TP \leq 1.0$ mg/L) to comply with BMAPs and anticipated state regulations, while maintaining continuous operations and minimizing community impacts.

Garney's CMAR approach provides all stakeholders with a better understanding of the project drivers, challenges, risks, costs, and instills early team collaboration during the design and preconstruction phase. Garney is a national leader in the collaborative delivery market and offers valuable local knowledge and relationships imperative to your project success.



Eric Wagner, Tom Manning, Adam Corn, and Drew David Visited the WWTF #2 on July 21, 2025 with the City's Plant Staff.

With 137 Florida CM/GC and CMAR projects, we offer the City an intimate understanding of the local market, and will leverage our long-standing relationships with equipment vendors, material suppliers, and subcontractors to maximize project efficiencies.

OUR PRECONSTRUCTION APPROACH

PRECONSTRUCTION PHASE SERVICES AND DELIVERABLES

Garney's project management techniques, controls, programs, and technologies have resulted in a proven track record of meeting project deliverables, aggressive schedules, and budgets. In the following pages, we have detailed the various controls and techniques we utilize during preconstruction to successfully manage costs and control schedule.

COLLABORATION YOU CAN COUNT ON. EXPERIENCE THAT DELIVERS.



Garney has extensive experience working with the City WWTF #2 Engineer of Record (Halff), having successfully completed 91 total projects with Halff across the U.S., totaling over \$1 billion in construction value, utilizing a range of collaborative delivery methods, including CMAR and Design-Build. A recent completed project example with Halff is the Gibson Place Utility Company WWTP #1 (PDB).

PRECONSTRUCTION SERVICES TASK LIST TO EXPEDITE SCHEDULE

Preconstruction Services will commence upon Notice to Proceed (NTP) upon acceptance of a Preconstruction Services Contract. **To assist the City in expediting the schedule, Garney has already prepared a Draft Preconstruction Services Task List shown to the right, which can be used as the basis for the CMAR Preconstruction Services Contract.** CMAR deliverables are outlined for each phase of Design to include constructability review, VE review, risk assessment, project schedule updates, cost estimating and GMP development.

DESIGN REVIEW MEETINGS

Our key personnel will engage early in project design, developing a comprehensive plan with input from the entire team. Senior managers will review budgeting, scheduling, VE, constructability, and construction approach to ensure full team alignment.

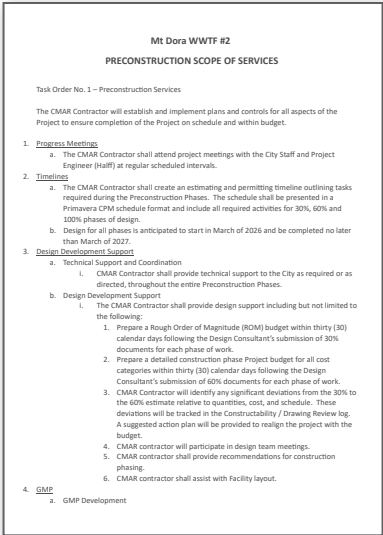
Up to three preconstruction meetings (including the City, Halff, and Garney) will be held to foster collaboration and efficiency. These meetings will define roles, communication plans, schedules, milestones, and progress tracking using Decision and Action Logs—living documents updated throughout design development. Any design or scope changes will include real-time cost/benefit analysis to maintain budget control.

RISK REGISTER

Garney uses previous experiences to identify potential risk factors early in the process and works together with Owners and Design Engineers during preconstruction to develop creative ways to minimize the potential for these risks to occur. Throughout the project, our team will identify, track, and update project-related risks, ensuring that we understand the nature of the risk (i.e., financial, regulatory, schedule, public impact) and the severity of the risk. We will capture all relevant mitigation measures and will work closely with the City to reduce or eliminate those risks. Garney has reviewed the RFP documents and the State Revolving Fund Planning Document prepared by Halff in June 2025 and identified several project challenges and suggested mitigation strategies. We look forward to further discussing these with the City during the Kickoff Meeting and Preconstruction/Design Workshops.

PRELIMINARY RISK REGISTER

ID #	RISK / CHALLENGE	MITIGATION STRATEGY
1	Aligning project expectations and goals with the City Stakeholders	With 300+ water/wastewater CM/GC and CMAR projects across the U.S., Garney offers an effective and proven collaborative CMAR approach. Garney resources will successfully implement a communication plan to ensure collaborative partnering, identification of decision makers, workshops, real-time document management, progress meetings, and reports.
2	Meeting or beating schedule milestones	Garney will review the use of multiple GMP's to ensure efficient GMP development and sequencing of design so that schedule milestones are met. Early work packages and long-lead equipment will be identified early in the project, so the design is phased correctly to allow for an early construction of NTP. On the Gibson Place Utilities WWTP, Garney and Halff held weekly teams calls to expedite evaluation of constructability concerns, which resolved issues in real time and ensured there was no project delays.



PRELIMINARY RISK REGISTER

ID #	RISK / CHALLENGE	MITIGATION STRATEGY
3	Meeting or beating the budget	Starting on day one, Garney's estimating department will begin a 30% cost estimate to establish a baseline budgetary price. Garney has an extensive VE and Constructability review process and will drill down on the design to identify the best VE ideas and constructability methods to ensure a cost-effective final design with minimal contingency.
4	Potential for design changes to impact project schedule	Garney will review the use of multiple GMP's to ensure efficient GMP development and sequencing of design so that schedule milestones are met. Early work packages and long-lead equipment will be identified early in the project, so the design is phased correctly to allow for an early construction of NTP. On the On Gibson Place Utilities WWTP, Garney and Halff held weekly teams calls to expedite evaluation of constructability concerns, which resolved issues in real time and ensured there were no project delays.
5	Maintain continuous and uninterrupted operations of the existing plant (MOPO)	It is of the utmost importance that existing plant operations be maintained without interruption. Our team will coordinate shut down meetings for tie-in activities, months in advance, with plant staff so that work is properly executed. Tie-ins will be conducted during periods of low flow demand with assured backup personnel, equipment, and materials necessary to complete the work.
6	Project site space constraints	The available space for the new plant expansion is limited. Staging of construction materials and providing safe access to plant operations staff to active structures is critical.
7	Plant commissioning and start-up	Garney will begin preparing the start-up plan during the 30% phase in collaboration with Halff and the City. Reclaimed water recirculation loops and plant seeding procedures will be key to the success of the start-up to ensure all equipment is operational, and the plant can be brought online properly to meet effluent water quality requirements. This includes working with Halff and the City to start obtaining early O&M's and begin training.
8	Obtaining permits in a timely manner	Garney will coordinate early with Halff and the City to start dialogue as soon as possible with the permitting agencies to plan, submit, track, and obtain permits early.
9	Best management of SRF funding for construction service phase	Garney understands SRF funding requirements. Both our accounting and Payroll systems are proven processes that comply with all Fund Auditor requirements. All AIS materials will be tracked by purchase order, delivery ticket, and invoice with AIS and BABA certification letter from the manufacturer.

VALUE ENGINEERING AND CONSTRUCTABILITY

Garney brings innovative solutions through ongoing constructability and VE reviews, leveraging our extensive wastewater facility experience to save cost and expedite schedule. Preconstruction activities, design reviews, constructability evaluations, and VE are integrated throughout design and estimating. Our team focuses on optimizing design, materials, schedule, MOPO, and operational benefits to maximize efficiency and reduce cost.

Constructability reviews will assess drawings and specifications, suggest changes, compare estimates, and eliminate risks, tracked via a Decision Log. VE meetings will explore alternate designs, materials, and methods to meet budget and quality goals. Early collaboration with subcontractors and suppliers ensures best-value solutions before GMP implementation. The table on the following page summarizes cost savings achieved through VE on recent CMAR projects in the eastern U.S. We anticipate saving the City money on this project through our VE process and Owner Direct Purchase (ODP).

Our team's self-performing construction experience and our detailed history of the cost of work is why our baseline estimate is typically **WITHIN 2-5%** Of the final GMP, providing cost certainty from the first estimate milestone.

VE SAVINGS | SIMILAR CMAR PROJECTS IN THE SOUTHEASTERN U.S.

PROJECT NAME	OWNER	PROJECT VALUE	VE SAVINGS
Green Meadows WTP and Wellfield Expansion (CMAR)	Lee County Utilities, FL	\$75,890,507	\$1,500,000
Apopka WRF Expansion (CMAR)	City of Apopka, FL	\$62,283,343	\$4,000,000
Rifle Range Road WWTP Expansion (CMAR)	Mount Pleasant Waterworks, SC	\$59,633,284	\$8,710,784
Southwest WRF Expansion Project (CMAR)	JEA	\$117,327,095	\$6,000,000
Plant City WRF Expansion (CMAR)	City of Plant City, FL	\$44,046,696	\$4,100,000
Southwest WRF (CMAR)	City of North Port, FL	\$38,114,163	\$448,180
Sugar Creek WWTP Reliability Improvements (CMAR)	Charlotte Water, NC	\$23,499,728	\$2,600,000
T.Z. Osborne WRF 56 MGD Upgrade - Package 3 (CMAR)	City of Greensboro, NC	\$18,266,541	\$1,200,000
Bartram/US 1 and Cecil Field Water Main Project (CMAR)	Jacksonville Electric Authority, FL	\$11,800,000	\$430,000
Bee Ridge WRF Expansion & Conversion to Advanced Water Treatment (CMAR)	Sarasota County, FL	\$253,714,966	\$11,896,500



FLORIDA SUCCESS STORY

Garney served as the CMAR on the Plant City WRF Expansion and was selected at the 60% design phase. Early in preconstruction, Garney suggested a radical change to the clarification technology and site layout which eliminated two phases of construction, limited impact to the existing facility, **reduced the project duration by 12 months, and we saved the City \$4.1M.**

OWNER DIRECT PURCHASE (ODP)

Over the past decade, Garney has managed \$270M in ODP programs, saving Owners over \$16M and accelerating procurement of critical path items. We have maintained zero compliance issues and zero litigation, thanks to a proven process that ensures schedule, liability, and regulatory requirements are met. **For the City, we recommend using ODP for major process equipment, potentially saving over \$800,000.**

DRIVING COST EFFICIENCY WITH SIGNIFICANT ODP SAVINGS



On the Apopka Water Reclamation Facility Expansion (CMAR) projects, Garney – Including **Eric Wagner, Mike Parrish, and Ryan Smith** – Facilitated \$16.5 million in ODP to generate significant tax savings for the owner.

March 17, 2026 City Council Regular Session Agenda Packet

CHANGE MANAGEMENT

Change management begins with a clearly defined scope of work. After the design begins, Preconstruction and Construction Manager **Ryan Winslow**, will be responsible for keeping a decision log and design change management log using the Power BI Dashboard. These documents are for the benefit of the entire project team. They help document the decisions made as a group and the factors that impact these important decisions. The documents will allow the team to openly discuss the potential for design and construction cost impacts, or schedule impacts while evaluating a change, rather than after a decision has been determined. The log also helps document why changes were made.

BUDGETING

Garney's cost estimating process emphasizes transparency, collaboration, and clear scope alignment with the City. Using an open-book approach, we provide detailed, searchable Work Breakdown Structures (WBS) at each design milestone, showing bare costs by major division and summary roll ups with all applicable markups. Estimates include construction, general conditions, and contingency costs, with self-perform work organized by CSI divisions.

Consistent formats and timely reviews ensure clarity and accuracy, supporting informed decisions. Our goal is to deliver an honest GMP and schedule, earning trust through transparency and collaboration.

GMP DEVELOPMENT AND PROCUREMENT

Garney is a national self-performing contractor focused solely on water and wastewater infrastructure. As experts in this industry, we understand what the actual costs are to build your project. We have cost histories of all the components required for this project, including the Carrousel® and Headworks. Our team has previous experience installing and building these complex structures in the State of Florida which provides the City with true cost history. Garney's self-performing construction experience and our detailed history of the cost of work is why Garney's baseline estimate is typically within 2% – 5% of the final GMP. This provides the City cost certainty from the first estimate milestone.

Garney will collaborate with the City on the format, breakdown, and structure of the GMP to meet your needs. Being proactive in the procurement planning of the different projects during preconstruction will prepare our team and the City with a complete and thorough understanding of the actual market conditions, eliminating any unknown cost escalations associated with a decrease in bidders due to workload.

Our team will provide cost estimates at 30% and 60% design stages so that the budget can be maintained and the project scope fine-tuned. GMP-1 will include early out work packages and long lead equipment and materials. This will allow the critical path work and long lead time equipment to go out for bid solicitation and pricing after 60% design is complete.

This will allow equipment suppliers to be selected and contracted early to issue submittals for their equipment to be used in 100% Design Development. The costs for these Equipment submittals can be included in Garney's Preconstruction Services Contract and the final equipment price included in GMP-1 if this option is approved by the City. Getting these packages out early will not only expedite the schedule but will give Garney accurate vendor pricing for determining the Final GMP.

Critical Equipment purchase orders and Subcontracts can be written and equipment released for fabrication as soon as the City approves GMP-1. **This is one of the major advantages for having Garney as the CMAR early in the process so that procurement can be expedited for GMP-1 work packages.**

Garney will also prepare bid packages for GMP-2, which will be released at the end of the 100% Design. The details of GMP 1 and 2 are shown in the Bid Package Matrix on the following page.

There are pros and cons on how to configure subcontractor and vendor work packages. Dividing work into smaller bid packages may increase local participation; however, this may also increase the potential for scope gaps between trades.

Having large work package scopes may lead to fewer bidders. This can be a fine line to walk; therefore, having a CMAR that has a strong Florida subcontractor base and vendor outreach program will be key to providing the best subcontractor and vendor procurement matrix to deliver the owner the best value firms.

SUCCESS STORY

Garney is currently serving as the CMAR on the Wildwood Regional WRF. During preconstruction, Wildwood's existing Ovivo clarifier mechanism collapsed, damaging the gearbox. Garney leveraged our strong relationship with Ovivo to quickly secure a new gearbox, which was used on the existing Ovivo clarifier and will later be repurposed for one of the new clarifiers being built in the project's second phase. This quick action got Wildwood's clarifier back in service and saved them the cost of a brand new gearbox on soon-to-be-out-of-service equipment.

SUBCONTRACTOR/VENDOR PROCUREMENT AND SOLICITATION PLAN

After receiving the Preconstruction NTP, Garney will submit a procurement plan to the City before the GMP proposal. This plan will outline work package distribution, identify key subcontractors/vendors, and address contract requirements, procurement statutes, and schedule needs. **Early-out packages will be included in GMP-1 to meet critical path milestones, with additional GMPs defined as needed.**

The plan includes an RFP process to solicit at least three bids per package. Selection will be based on qualifications, past performance, financial stability, and safety, using a weighted scoring system. The City will participate in evaluations to ensure best-value firms are chosen. The table below breaks down the bid packages for this project.

RISK MANAGEMENT AND CONTINGENCY DEVELOPMENT

Garney will identify appropriate contingencies and allowances based on risk assessment, past experience, and stage of design completion. The project allowance is a specific amount included in the contract sum to cover the cost of a prescribed item that is known to be required, but not specified in detail at the time of contract execution (a “known unknown”). The final cost or quantity has not been finalized, often due to pending material selection or design details. The contract price is adjusted (up or down) via a change order once the actual cost is determined.

The project contingency is a portion of the budget reserved to address unforeseen conditions, risks, or changes that may arise during the project (an “unknown unknown”). Unlike an allowance, which is for an expected item with an undetermined price, a contingency is a risk-mitigation fund for unexpected problems, such as unforeseen site conditions, design errors or omissions, or sudden material price increases. The contract should clearly state how contingency funds can be accessed and whether unused funds are credited back to the owner.

BID PACKAGE MATRIX

RISK / CHALLENGE	GMP 1	GMP 2	SUBCONTRACT	SELF-PERFORM
Precon Sitework	●		●	●
Early Equipment Package	●			
Earthwork	●		●	●
GST Modifications		●	●	
Yard Pipe		●	●	●
Phase 1 Plant Construction		●	●	●
Phase 2 Existing Plant Modification		●	●	●
Demolition		●	●	
Electrical Building		●	●	
Storage Building		●	●	
Paintings/Coatings		●	●	
Electrical		●	●	
I&C		●	●	
Paving		●	●	

CRITICAL PATH METHOD (CPM) SCHEDULING

The schedule is the key driver for this project. We have developed the overall project schedule, which is shown in **Figure 1 on the following page**. Garney will expedite GMP development during preconstruction and hold immediate workshops after NTP to define milestones, phases, sequencing, and early-out packages. Our detailed CPM schedule for this project will cover all phases, including procurement, approvals, and testing, with clear expectations for subcontractors.

On the Gibson Place Utility WWTP PDB project, Garney and Halff **fast tracked key design elements** to order materials early and start long lead work. This allowed the new high school to send flow to the plant on time—ensuring the school opened **as scheduled**.

PERMITTING

To develop a meaningful schedule, we must understand the necessary permits, their requirements, and the timeline needed to obtain final approval. Permits listed for this project to include:

- FDEP Wastewater Construction Permit – To be submitted by Halff by March 2026
- St. Johns River Water Management District (SJRWMD) Environmental Resource Permit (ERP)
- Site Plan Approval
- Building Permits

Garney's CPM has allocated time based on our experience for each permit to be obtained prior to construction. **Timely submission of permits and follow-up with authorities is key to ensure ample time for review and approval along with presubmission meeting with agencies.**

Garney, Halff and the City will work together as one team to ensure permits are obtained on time, and will leverage our current relationships to the advantage of the overall project.

OUR CONSTRUCTION APPROACH

To aid in the understanding of the project Construction Sequencing and Phasing, Garney has prepared Figures to illustrate the WWTF #2 expansion and described below. The Construction for the City's WWTF #2 is broken into two distinct phases. Phase 1 of construction will focus on construction and commissioning of the new treatment train (see **Figures 2 and 3**). MOPO is critical for the City's WWTF #2 expansion because it ensures continuous treatment service while major construction activities occur. Given the plant's role in supporting rapid growth and meeting stringent nutrient removal requirements, any disruption could impact compliance and community reliability. A robust MOPO plan minimizes operational risks, maintains regulatory standards, and safeguards public health during phased construction. Our approach integrates proactive sequencing, temporary bypass systems, and clear communication protocols to keep the facility online throughout the project. **Figure 2** shows how we will implement MOPO on this project and some of the key factors.

Once the new treatment train is online, the existing plant can be taken offline to begin the upgrades for Phase 2 of construction (see **Figure 4**). These details are shown in the **table on page 44** and also in **Figure 4**. A schedule timeline has been graphically shown in **Figures 2, 3, and 4** to depict the work that will be accomplished per Garney's CPM schedule shown in **Figure 1**.

These construction sequencing figures present a real sense of the size, scope, and sequence of construction activities to be performed which will aid the team in visualizing space constraints and conflicts with the work.

GARNEY SELF-PERFORMANCE STATS

5,976,178 MAN HOURS OF WORK (2025)

50-70% AVERAGE SELF-PERFORMED WORKED

379 (\$95M VALUE) PIECES OF EQUIPMENT

FIGURE 1
PROJECT
SCHEDULE

PRECONSTRUCTION

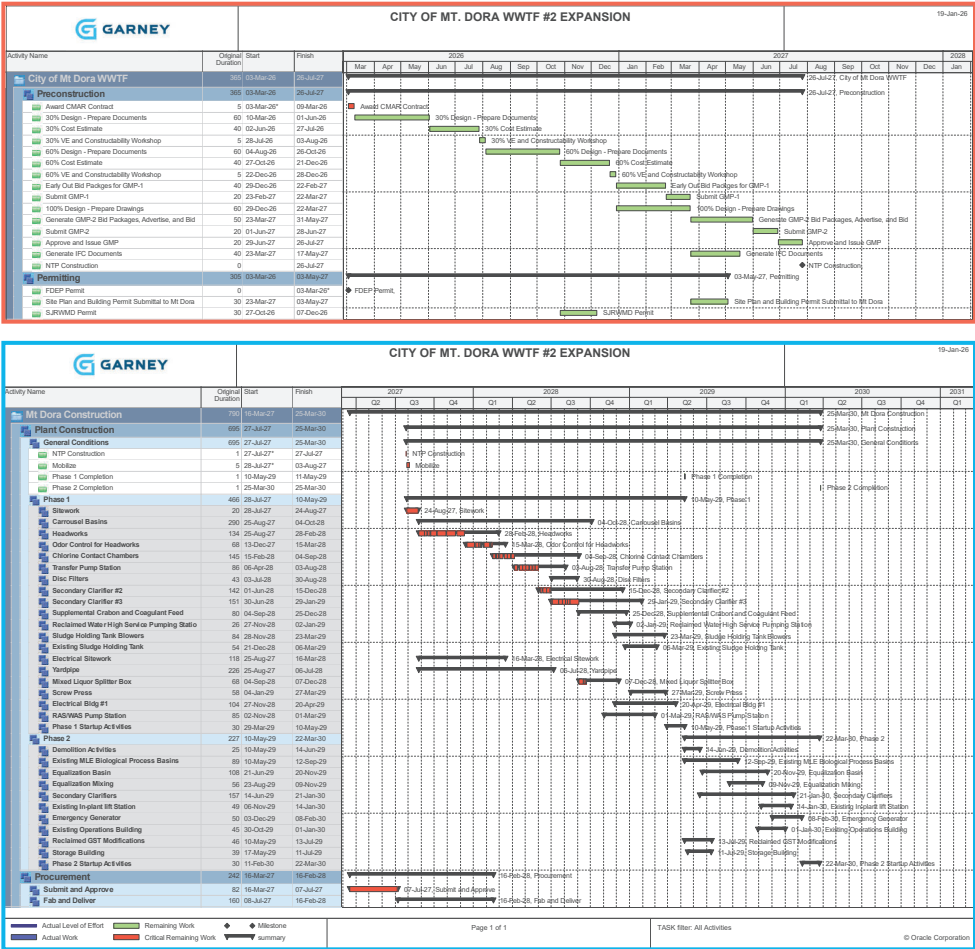
WWTF No.2 Schedule

Leveraging our prior successes together on recent and relevant wastewater expansions in partnership with Halff, our team has developed a detailed Preconstruction and Construction CPM schedule and summarized key insights and best practices below.

- Garney and Halff have coordinated on previous jobs where level of detail is needed to get accurate estimates at 30% design.
- Garney leverages Power BI and a teams SharePoint site to provide instant access to constructability and budget information.
- On GPU WWTP, Garney and Halff began hosting weekly teams calls at this stage to expedite evaluation of constructability concerns.
- See page 38 of the approach for description of potential early-out packages.
- Pre-negotiated terms with industry vendors will expedite this process. Years of experience and relationships with vendors will eliminate risk and protect the City and the CMAR.
- See page 38 of the approach for breakdown of bid packages.
- Halff and Garney have a long history of expediting design and construction as needed to delivery treatment capacity when needed.

CONSTRUCTION

- Garney's VDC department can generate 3D drawings for clash detection to identify and eliminate conflict between pipe and electrical ductbanks.
- Manny Sylvia, Startup and Commissioning Specialist, will assure all point to points and instrument check outs are complete before start-up commences.
- Phase 2 will be following successful operation of Phase 1 for 30 days.
- Submit and Approve activity starts before Construction NTP because of early out bid packages.
- Delivery of materials will be coordinated to account for lack of laydown area on the site.



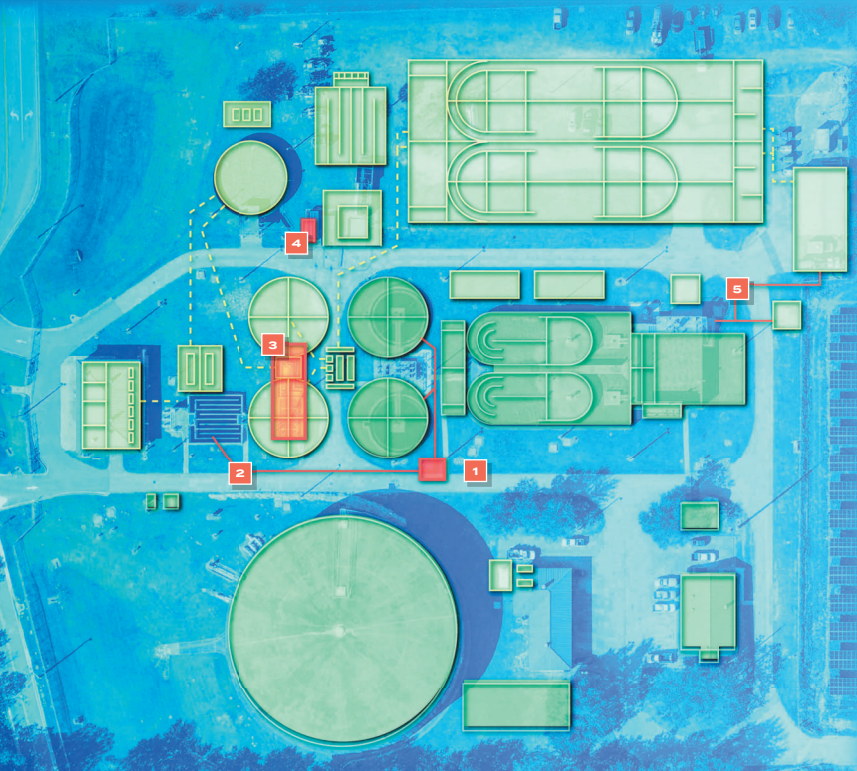


FIGURE 2
CONSTRUCTION SEQUENCING

MOPO	PHASE 1	PHASE 2
1	TEMPORARY FILTER UNITS	
2	TEMPORARY LINE TO CHLORINE CONTACT TANK	
3	DEMO EXISTING FILTERS TO ALLOW CONSTRUCTION OF CLARIFIERS 2 & 3	
4	RELOCATE EXISTING DEWATERING EQUIPMENT	
5	INFLUENT CONNECTION AND TIE INTO NEW HEADWORKS	

KEY FACTORS DURING MOPO

1 INSTALLATION OF A TEMPORARY DISC FILTER

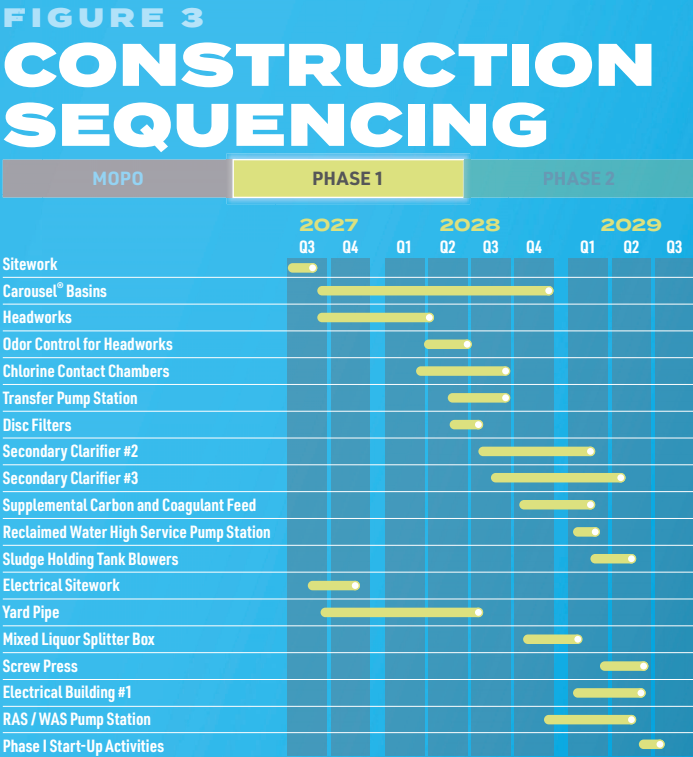
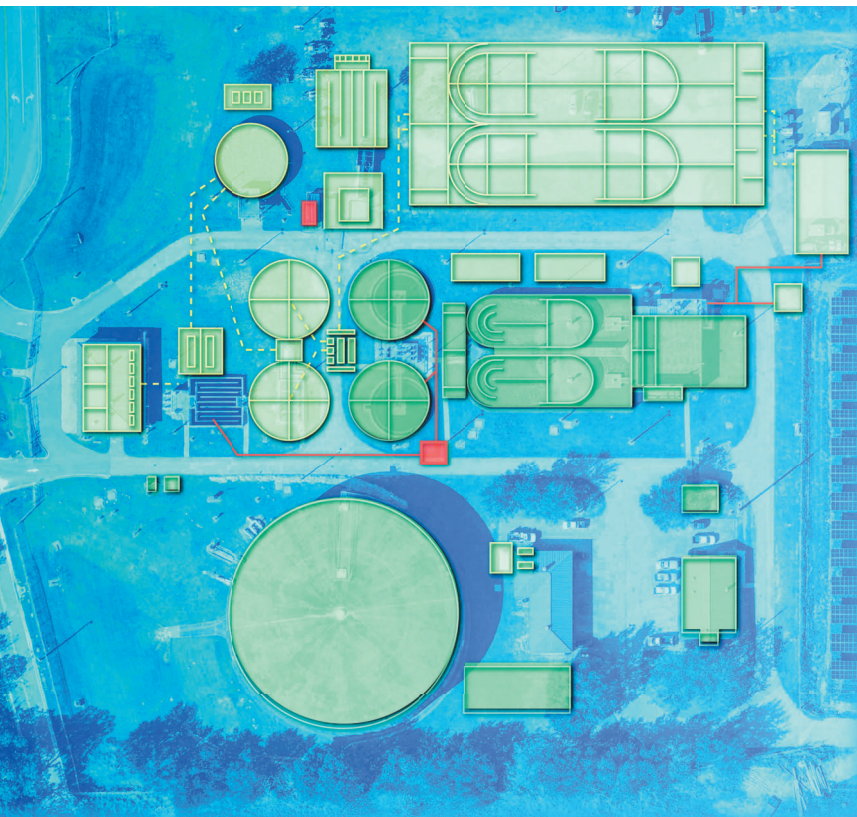
- A temporary disc filter will be installed near the existing clarifier.
- Influent will be connected to the existing clarifier effluent.
 - Effluent from the temporary filter will be routed to the existing chlorine contact tank.
- This configuration will allow demolition of the existing sand filters.

4 RELOCATION OF EXISTING DEWATERING EQUIPMENT

Relocating the existing dewatering equipment will create the necessary space for installation of the new disc filters.

5 TIE-IN TO EXISTING RAW WATER INFLUENT

This activity includes connecting to the existing influent raw water line with valves located on the downstream side of the tee. This setup will allow flows to be easily diverted once the new headworks is operational and will permit the existing facility to be taken offline for modifications.



KEY FACTORS DURING PHASE 1

PHASE 1 OF THE PROJECT WILL FOCUS ON CONSTRUCTING AND COMMISSIONING THE NEW TREATMENT TRAIN. WORK WILL INCLUDE BUILDING CAROUSEL® BASINS 3 AND 4, THE NEW HEADWORKS, ODOR CONTROL FACILITIES, THE CHLORINE CONTACT TANK, DISC FILTERS, CLARIFIERS 2 AND 3, THE MIXED LIQUOR SPLITTER BOX, ELECTRICAL BUILDING 1, THE SCREW PRESS, THE CARBON AND COAGULANT FEED STRUCTURE, AND THE NEW RECLAIMED HIGH-SERVICE PUMPS.

ONCE CONSTRUCTION IS COMPLETE AND THE NEW TRAIN IS OPERATIONAL, WORK WILL SHIFT TO MODIFICATIONS OF THE EXISTING PLANT.

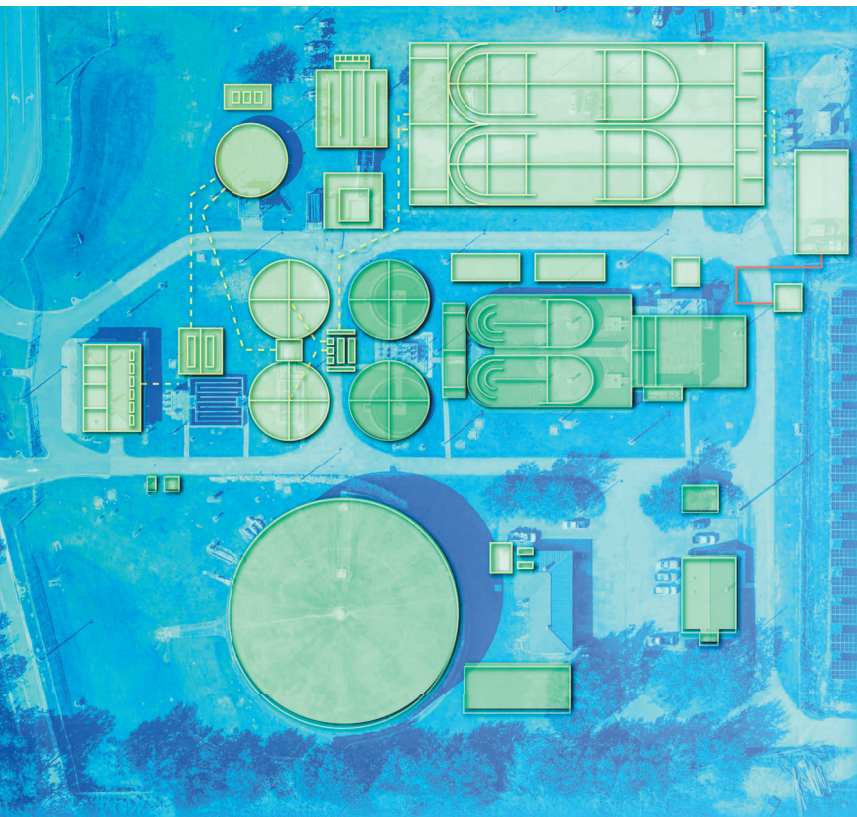
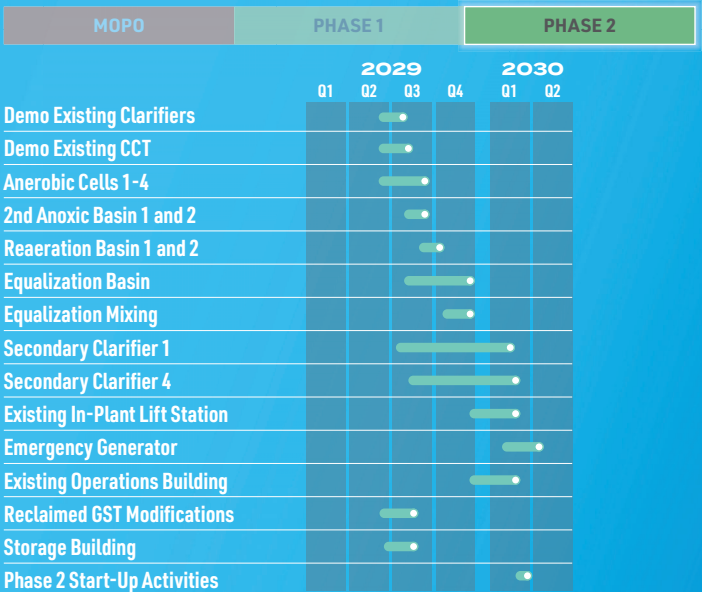


FIGURE 4
CONSTRUCTION SEQUENCING



KEY FACTORS DURING PHASE 2

WITH THE NEW TREATMENT TRAIN ONLINE, THE EXISTING PLANT CAN BE TAKEN OFFLINE TO BEGIN UPGRADES. THESE MODIFICATIONS INCLUDE WORK ON THE EXISTING BIOLOGICAL PROCESS BASINS, SUCH AS ADDING A NEW EQUALIZATION BASIN, NEW ANOXIC BASINS, AND NEW RE-AERATION BASINS CONNECTED TO THE CURRENT TANKS. CLARIFIERS 1 AND 4, THE EXISTING RECLAIMED WATER TANK, AND THE OPERATIONS BUILDING WILL ALSO BE MODIFIED DURING THIS PHASE.

PHASE 1 CONSTRUCTION SCHEDULE

- Set-up temporary disc filter
- Tie into existing clarifier effluent lines.
- Run temporary pipe for Disc Filter Effluent to existing chlorine contact tanks.
- Take the existing sand filter out of service.
- Relocate existing solids handling equipment

- | | |
|--|---|
| • Electric Building | • New Clarifier Splitter Box |
| • Supplemental Carbon and Coagulant Storage and Feed | • Clarifiers 2 and 3 |
| • Headworks | • Disc Filters |
| • Odor Control | • New RAS / WAS Station |
| • Carrousel® Basins | • Screw Press |
| • Chlorine Contact Tanks | • Modifications to Reclaimed Water High Service Pumps |
| • Demo Existing Sand Filters | |

- Start-up new trains and place into service.
- Take the existing train out of service.

PHASE 2 CONSTRUCTION SCHEDULE

- | | |
|---|---|
| • Demo existing chlorine contact tank | • Clarifiers 1 and 4 |
| • Demo existing clarifiers | • Modifications to in-plant lift station |
| • EQ Basin | • Mods to existing reclaimed storage tank |
| • Modifications to existing MLE Biological Process Basins | • Storage Building |

- Start-up existing trains and place into service.
- Remove temporary disc filter.

Due to the tight space constraints of the project, sequencing the work to avoid conflicts and close coordination with subcontractors and plant staff will be key to successfully completing the project. Garney has built the preliminary CPM schedule (**Figure 1**) with this concern in mind and has established a critical path that will avoid these conflicts. The two phases of construction are outlined on the left side of this page and also shown in **Figures 2, 3, and 4 on the previous pages.**

SIX WEEK LOOK AHEAD SCHEDULES

Garney will produce reports that accurately reflect construction progress and the "look-ahead" information necessary to manage manpower more efficiently, identify tasks and procurements that are essential to maintaining the critical path, and develop alternative sequencing to deal with possible delays. Garney will develop further detail for activities, which will be identified in the six-week look-ahead schedules. These schedules will be prepared weekly and reviewed with subcontractors at weekly progress meetings. This is also important so that we can coordinate with plant staff for MOPO, deliveries, and site access changes.

PROJECT CONTROLS AND CONSTRUCTION PROJECT MANAGEMENT SOFTWARE

Garney will establish clear reporting and communication procedures with the City and Halff early in preconstruction. Using Procore, all project documentation—RFIs, submittals, punch lists—will be tracked and accessible to all team members. We provide training for this system or we can use the system preferred by the City.

Shop drawings and RFIs are managed proactively. Submittal deadlines are set at purchase, tracked in logs, and reviewed internally before submission to minimize delays. RFIs are handled through open communication for quick resolution.

To keep information current, we'll use a SharePoint site for document collaboration and a Power BI portal for real-time access to submittals, RFIs, design comments, VE savings, and pay apps.

QUALITY CONTROL/QUALITY ASSURANCE

Our QA/QC plan will be a living document, established during preconstruction and refined throughout. The designated QA/QC Manager will audit procedures, verify compliance with documentation, inspections, and testing, and ensure subcontractors meet quality standards. The plan will incorporate input from the City and Halff, covering all inspection and testing requirements.

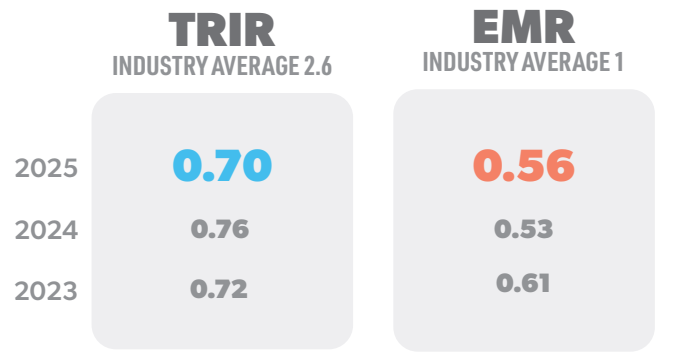
Quality meetings will be held with supervisors, subcontractors, and major suppliers after award to review checklists, installation standards, mockups, delivery acceptance, schedules, coordination, and testing requirements.

HEALTH AND SAFETY

Safety is Garney’s number one company objective—it is a priority above all else. Factors that make Garney’s safety program a success include:

- Site Specific Safety Plan
- Safety Task Analysis Card (STAC)
- Certified Safety Professionals
- GOSHA Inspections
- Supervisor Safety Training
- Craft, Subcontractor, and Supervision Training

In addition, all subcontractors’ key project personnel must attend a pre-job safety conference prior to performing any work on a Garney project. Its purpose is to inform the subcontractor of Garney’s specific safety and health requirements, their responsibilities under those requirements, and resolve any questions or concerns.



GARNEY’S SAFETY INITIATIVES CONSISTENTLY EXCEED INDUSTRY STANDARDS, AS SHOWN BY OUR SAFETY STATISTICS THAT ARE ROUTINELY BELOW AVERAGE.

OUR START-UP AND COMMISSIONING APPROACH

Start-up

Garney will establish the start-up, testing, and commissioning plan early and begin assembling documentation upon receipt of purchase orders and submittals. We will ensure a seamless transition from construction to start-up, coordinating all shutdowns, tie-ins, and start-ups with the City’s O&M staff to maintain operations. A detailed start-up, commissioning, training, and turnover plan will be submitted for approval, outlining system integration, performance verification, and contingency measures before placing components into service.

Equipment Testing

All process and sub-system components will be inspected and tested to confirm proper installation, wiring, and compliance with manufacturer requirements before facility-wide performance tests. Systems will be operated with reclaimed water to verify functionality, control logic in manual and auto modes, and calibration of level and flow sensors. Pump flow rates and all results will be documented for the City.

Commissioning

Garney will create detailed checklists for each system and piece of equipment to ensure proper inspection, testing, and validation per manufacturer and project specifications. Our team will coordinate with facility staff, assist manufacturers’ technicians, and document all procedures and results for City. Garney’s Start-up and Commissioning Specialist, Manny Silva, will be onsite to coordinate I&C loop checks and SCADA testing. The System Integrator will support instrument verification and plant turnover. After successful water trials, Garney will submit documentation to classify the project as “substantially complete.”

Training

Garney will provide training paced with construction completion rather than at the end of the project. Operates will receive training on each unit process and equipment as improvements are finished, with sessions scheduled in advance and repeated for all shifts. Training will be recorded and edited for future use, and full facility turnover will occur only after successful training.

Operational transfer will be seamless, with Garney supporting the city operations as they run the new processes, until they are confident in managing all systems.



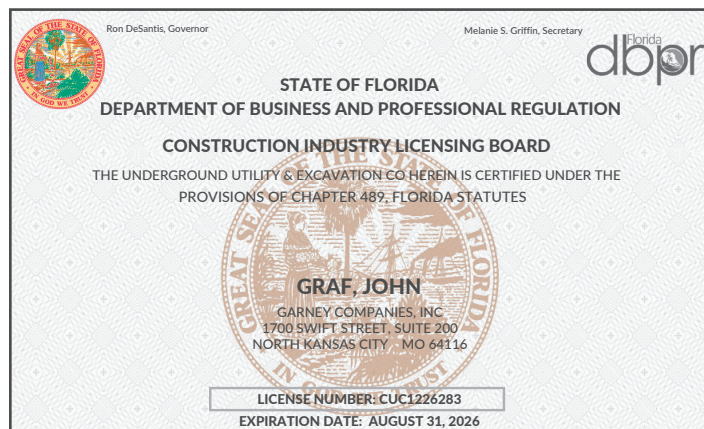
TAB VI

SCOPE RESPONSE/ ADDITIONAL INFO/ EXCEPTIONS/ REQUIRED FORMS

TAB VI. SCOPE RESPONSE/ADDITIONAL INFO/EXCEPTIONS/REQUIRED FORMS

LICENSES & CERTIFICATION

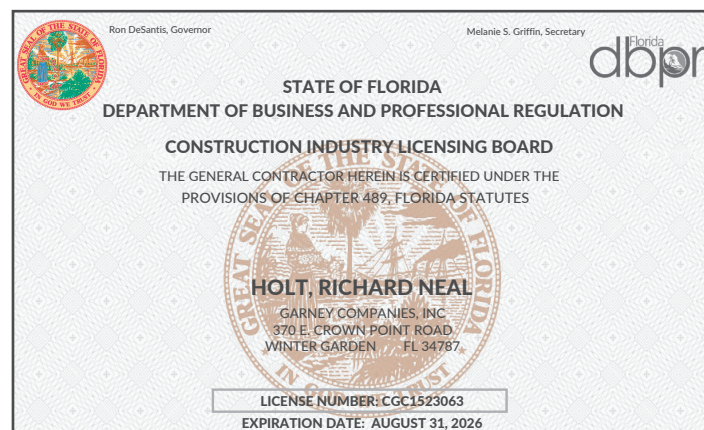
Garney is a Missouri corporation authorized to conduct business in the State of Florida, holds a State of Florida General Contractor license, and is in good standing in the System for Award Management (SAM). Since 1998, Garney has delivered extensive public commercial construction projects throughout Florida, specializing in advanced wastewater treatment facilities (5-stage AWT) with capacities of one million gallons per day or greater. Our expertise is supported by specialized equipment and highly trained personnel, ensuring the highest standards of quality and performance. We have included proof of our state certification, our local business tax receipts, an Active Sunbiz report, and licenses that qualify the firm for the type of work identified on the following pages.



Underground Utility & Excavation License

License #: CUC1226283

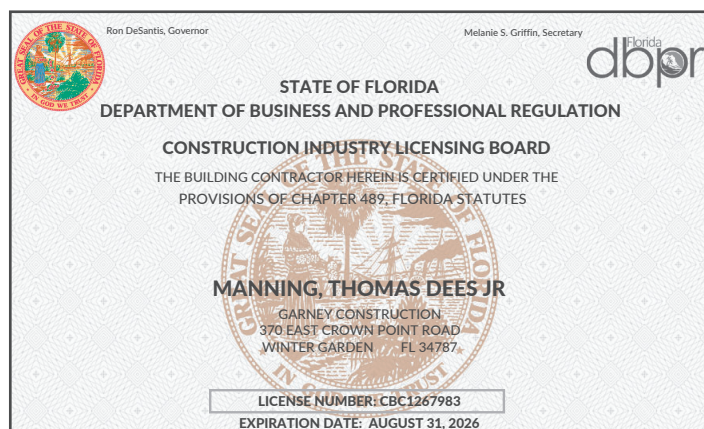
Expiration Date: August 31, 2026



General Contractor License

License #: CGC1523063

Expiration Date: August 31, 2026



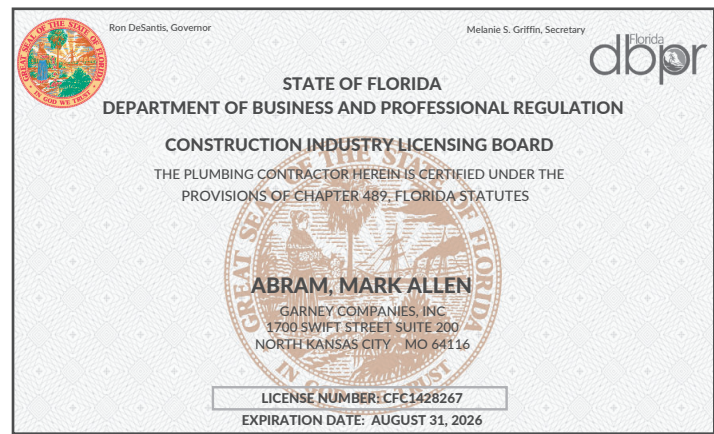
Building Contractor License

License #: CBC1267983

Expiration Date: August 31, 2026

TAB VI. SCOPE RESPONSE/ADDITIONAL INFO/EXCEPTIONS/REQUIRED FORMS

LICENSES & CERTIFICATION



Plumbing Contractor License
License #: CFC1428267
Expiration Date: August 31, 2026



State of Florida Certificate of Authority
Expiration Date: December 31, 2026

TAB VI. SCOPE RESPONSE/ADDITIONAL INFO/EXCEPTIONS/REQUIRED FORMS

SUNBIZ



DIVISION of
CORPORATIONS
an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

[Previous On List](#) [Next On List](#) [Return to List](#)

Garney

No Events No Name History

Detail by Entity Name
Foreign Profit Corporation
GARNEY COMPANIES, INC.

Filing Information

Document Number	P15940
FEI/EIN Number	44-0658613
Date Filed	09/11/1987
State	MO
Status	ACTIVE

Principal Address
1700 Swift Street
Ste. 200
North Kansas City, MO 64116

Changed: 01/18/2021

Mailing Address
1700 Swift Street
Ste. 200
North Kansas City, MO 64116

Changed: 01/18/2021

SUNBIZ

<u>Mailing Address</u> 1700 Swift Street Ste. 200 North Kansas City, MO 64116 Changed: 01/18/2021 <u>Registered Agent Name & Address</u> INCORP SERVICES, INC. 3458 LAKESHORE DRIVE TALLAHASSEE, FL 32312 Name Changed: 07/19/2012 Address Changed: 03/17/2023 <u>Officer/Director Detail</u> Name & Address Title CEO Burkhart, David R 1700 Swift Street Ste. 200 North Kansas City, MO 64116 Title VP Reuter, Scott J 1700 Swift Street Ste. 200 North Kansas City, MO 64116 Title Director Wagner, Eric C 1700 Swift Street Ste. 200 North Kansas City, MO 64116	
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TAB VI. SCOPE RESPONSE/ADDITIONAL INFO/EXCEPTIONS/REQUIRED FORMS

SUNBIZ

Title SEC

Strong, Michael D
1700 Swift Street
Ste. 200
North Kansas City, MO 64116

Title Asst. Secretary

Dees, Natalie R
1700 Swift Street
Ste. 200
North Kansas City, MO 64116

Title Director

Poczekaj, William G
1700 Swift Street
Ste. 200
North Kansas City, MO 64116

Title VP

Roberts, Thomas J
1700 Swift Street
Ste. 200
North Kansas City, MO 64116

Annual Reports

Report Year	Filed Date
2024	02/13/2024
2024	10/04/2024
2025	03/18/2025

PROPOSER CHECKLIST

IMPORTANT: Please read carefully, sign in the spaces indicated, and return with your Response.

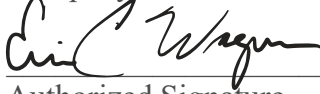
Proposer should check off each of the following items as the necessary action is completed:

- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The Response will be **electronically** delivered in time to be received no later than the specified due date **January 12, 2026** and time of **2:00 pm**. (Otherwise the Response WILL NOT be considered.)

***Deadline extended to 01/26/2026, per Addendum #1**

Garney Companies, Inc.

Company



Authorized Signature

Eric C. Wagner, DBIA, Director - Plant Southeast

Printed Name & Title

ewagner@garney.com

Email

370 E. Crown Point Road

Address

Winter Garden, FL, 34787

City, State, Zip Code

407.877.5903

Telephone No.

N/A

Fax No.

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PROPOSER QUALIFICATION FORM

Have you, at any time, failed to complete a contract? ☐ Yes ☒ No

CONTRACT TOTALS:

List total contract amounts for work performed on all completed similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Totals must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ 683,203,361 **Total Contract Amounts for work done on all past related projects.**

[*additional page following this form](#)

REFERENCES:

Bank(s) Maintaining Account(s): Commerce Bank – Brett Gray, Vice President –

brett.gray@commercebank.com – Ph: (816) 234-2124

Surety/Underwriter: (if required) Arthur J. Gallagher – Brian Cooper – Brian_Cooper@ajg.com –

Ph: (415) 288-1620

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 65. If firm is a corporation, please list state in which it is incorporated: Missouri. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

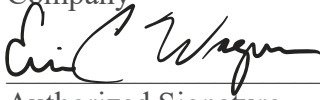
☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the Proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of Proposals without prejudice.

Page 31 of 59

Garney Companies, Inc.
Company


Authorized Signature

Eric C. Wagner, DBIA, Director - Plant Southeast
Printed Name & Title

ewagner@garney.com
Email

370 E. Crown Point Road
Address

Winter Garden, FL, 34787
City, State, Zip Code

407.877.5903
Telephone No.

N/A
Fax No.

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Project Name	Owner Name	Location	Total Value
Gibson Place Utility Company WWTP #1 (Progressive Design-Build)	Gibson Place Utility, Co., LLC	FL	\$49,439,435
Southwest Water Reclamation Facility (CMAR)	City of North Port FL	FL	\$40,456,889
New Headworks and Grit Removal Facility (Progressive Design-Build)	Pinellas County FL	FL	\$29,384,015
Lake Marion WRF Replacement and Expansion (CMAR)	Toho Water Authority, FL	FL	\$28,874,299
Embassy Hills WWTP Rehabilitation and Improvements (CMAR)	Pasco County Utilities	FL	\$16,000,000
Henry Clay Duffie Water Resource Facility (CMAR)	Mount Pleasant Waterworks	SC	\$59,380,148
McAlpine Creek Wastewater Management Facility Reliability and Process Improvements (Progressive Design-Build)	Charlotte Water	NC	\$143,781,085
Central WWTP Capacity Improvements & CSO Reduction (Best Value)	Metro Water Services	TN	\$116,089,733
Bayport Facility First Step Tank System Addition Project (Best Value)	Gulf Coast Authority	TX	\$14,578,619
South Wastewater Treatment Plant Improvements Packet 5 (Design-Bid-Build)	Brownsville Public Utilities	TX	\$5,178,464
Wolcott Wastewater Treatment Plant Expansion (CMAR)	Unified Government of Wyandotte County	KS	\$37,170,507
JOC - Bar Screen and Influent Wet Well Rehabilitation (Negotiated)	Global Water Resources	AZ	\$1,875,720
WW2205 AWRF Fine Screen Replacement (Negotiated)	City of Chandler AZ	AZ	\$1,059,542
North Water Reclamation Facility Phase 1A Improvements (CMAR)	Parker Water & Sanitation District	CO	\$57,377,125
Cherokee TDS Reduction Facility (Progressive Design-Build)	Cherokee Metropolitan District	CO	\$42,288,620
WTRF Nitrification Project Phase II (CMAR)	City of Greeley CO	CO	\$30,303,288
South Water Reclamation Facility Advanced Water Treatment Filter Rehabilitation and Disinfection Improvements (CMAR)	Parker Water & Sanitation District	CO	\$4,477,367
Filter Basin Rehabilitation (CMAR)	Parker Water & Sanitation District	CO	\$401,560
Activated Sludge Clarifier Repairs at Plant No. 2 (Design-Bid-Build)	Orange County Sanitation District	CA	\$5,086,945
			\$683,203,361

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

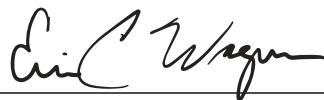
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Eric C. Wagner, DBIA

Title: Director - Plant Southeast

Signature: 

Date: 01/26/2026

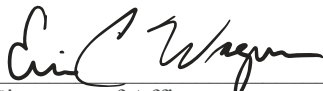
**AFFIDAVIT OF COMPLIANCE WITH FLA. STAT. § 288.0071
ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN**

Before me, a notary public, in and for the State of Florida – at large, personally appeared, Eric C. Wagner, DBIA, and having first made due oath or affirmation, states:
(Write Name Here)

1. My name is Eric C. Wagner, DBIA.
(Write Name Here)
2. I am the Director - Plant Southeast of Garney Companies, Inc..
(Insert Job Title) (Insert Company Name)
3. The Company was formed in Missouri, United States and is a Inc..
(Country and State) (List the Type of Entity (ex.: LLC, Inc., etc.))
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
 - a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where "controlled by" means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
 - b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this 26 day of January, 2026.

BY: 
Signature of Affiant
Director - Plant
Eric C. Wagner, DBIA, Southeast
Printed Name

STATE OF FLORIDA
COUNTY OF Orange

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 26 day of January 2026 by Eric C. Wagner, DBIA, who personally swore that he is authorized to execute this Agreement and thereby bind the Company, and who ☒ is personally known to me or ☐ has produced _____ as identification.




NOTARY PUBLIC

SCRUTINIZED COMPANIES LISTS CERTIFICATION

Respondent/Company Name: Garney Companies, Inc.

Name of Company: Garney Companies, Inc.

FEIN: 44-0658613

Authorized Representative's Name and Title Eric C. Wagner, DBIA, Director - Plant Southeast

Address: 370 E. Crown Point Road, Winter Garden, FL, 34787

Phone Number: 407.877.5903

Email Address: ewagner@garney.com

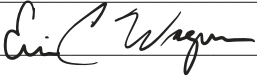
Section 287.135, Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services equal to or over one hundred thousand dollars (\$100,000.00) if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to s. [215.4725](#), or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services equal to or over one million dollars (\$1,000,000.00) if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), Florida Statutes or is engaged in any business operations with Cuba or Syria. .

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link: <https://www.sbafla.com/reporting/>.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or the Scrutinized Companies or Other Entities that Boycott Israel and is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent to civil penalties, attorneys' fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services of one hundred thousand dollars (\$100,000.00) or more, it has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Certified By: Garney Companies, Inc.

Authorized Signature (Name and Title):  Director - Plant Southeast

Print Name: Eric C. Wagner, DBIA

Print Title: Director - Plant Southeast

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Fla. Stat. §787.06, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Garney Companies, Inc., a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in §787.06, Florida Statutes, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.



Authorized Signature

Garney Companies, Inc.
Company

Eric C. Wagner, DBIA
Printed Name

Director - Plant Southeast
Title

STATE OF FLORIDA

CITY OF Winter Garden

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 26 day of January 2026 by Eric C. Wagner, DBIA, who personally swore that ~~he~~she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who ☒ is personally known to me or ☐ has produced _____ as identification.




NOTARY PUBLIC

**GRANT FUNDING COMPLIANCE
STATEMENT AND CERTIFICATION**

CMAR Services Wastewater Treatment
Project Name: Facility #2 Expansion

Project Number: RFQ #26-UT-004

Project Location: City of Mount Dora, FL

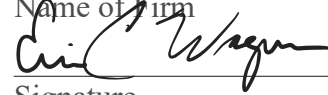
CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state and/or federal grant funding requirements, to the extent applicable to the Project, and that any and all applicable local, state and/or federal grant funding requirements shall be included within the agreement resulting from this solicitation RFQ #26-UT-004.

Dated this 26 day of January 2026 I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly and that I am the same individual who is authorized to execute any Agreement resulting from this solicitation RFQ #26-UT-004.

Garney Companies, Inc.

Name of Firm


Signature

Eric C. Wagner, DBIA

Printed Name

Director - Plant Southeast

Title

STATE OF FLORIDA
COUNTY OF Orange

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 26 day of January 2026 by Eric C. Wagner, DBIA, who personally swore that he she is authorized to execute this Agreement and thereby bind the proposer, and who ☒ is personally known to me or ☐ has produced _____ as identification.




NOTARY PUBLIC

TRENCH SAFETY ACT COMPLIANCE STATEMENT AND CERTIFICATION

CMAR Services Wastewater Treatment

Project Name: Facility #2 Expansion

Project Number: RFQ #26-UT-004

Project Location: City of Mount Dora, FL

INSTRUCTIONS

Florida Statute Sections 553.60-553.64 (Trench Safety Act), requires all proposers to comply with the Occupational Safety and Health Administration (OSHA), Standard 29 C.F.R. s. 1926.650 Subpart P, to certify compliance with such safety standards and to provide compliance cost information which shall be incorporated into the Bid/Proposal submitted for this Project.

The authorized representative for the Bidder/Proposer must execute this form in the presence of a Notary Public and must also be the individual who is authorized to execute any resulting Agreement.

CERTIFICATION

1. I hereby acknowledge that Florida Statute Sections 553.60-553.64 (Trench Safety Act) requires compliance with OSHA, Standard 29 C.F.R. s. 1926.650 Subpart P, and I hereby agree to comply with the Trench Safety Act and all safety standards set forth therein at all trench excavations on this Project which are in excess of five (5) feet in depth.

2. The estimated cost imposed for compliance with the Trench Safety Act will be:

Twenty-Five Thousand Dollars (\$ 25,000)
(Written) *(Figures)*

3. The amount listed above has been included within the Bid/Proposal for this Project and the specifications related to the same are listed hereafter.

4. The following method or methods will be used for compliance with the Trench Safety Act:
(Please mark all that apply)

☒ SLOPING ☐ SHORING ☒ TRENCH BOX ☐ OTHER

5. The cost for complying with the Trench Safety Act is included as part of the lump sum or unit price proposal contained in the Bid/Proposal Response.

The cost for complying with this requirement is:

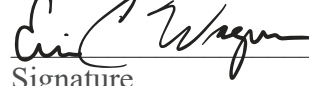
a. Cost per linear foot of trench excavation \$ 25

b. Cost per square foot of shoring used \$ _____

I hereby certify the above statements on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly.

Garney Companies, Inc.

Name of Firm



Signature

Eric C. Wagner, DBIA

Printed Name

Director - Plant Southeast

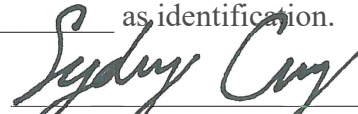
Title

STATE OF FLORIDA

COUNTY OF Orange

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 26 day of January 2026, by Eric C. Wagner, DBIA, who personally swore that he she is authorized to execute this Agreement and thereby bind the proposer, and who ☒ is personally known to me or ☐ has produced _____ as identification.




NOTARY PUBLIC

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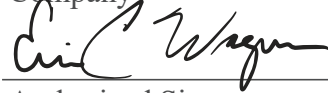
CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the Proposer, and its employees, officers and/or agents, certifies, and hereby discloses, that, to the best of its knowledge and belief, all relevant facts, concerning past, present or currently planned interest or activity (financial, contractual, organizational or otherwise) which relates to the proposed work and bears on whether the Proposer and/or any of its employees, officers and/or agents, has a possible conflict, have been fully disclosed.

Additionally, the Proposer and its employees, officers and/or agents, agree to immediately notify in writing the City of Mount Dora Purchasing Department, if any actual or potential conflict of interest arises during the solicitation process.

Garney Companies, Inc.

Company



Authorized Signature

370 E. Crown Point Road

Address

Winter Garden, FL, 34787

City, State, Zip Code

Eric C. Wagner, DBIA, Director - Plant Southeast
Printed Name & Title

407.877.5903

Telephone No.

ewagner@garney.com

Email

N/A

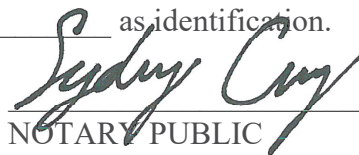
Fax No.

STATE OF FLORIDA

COUNTY OF Orange

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 26 day of January 2026, by Eric C. Wagner, DBIA, who personally swore that he/she is authorized to execute this Agreement and thereby bind the proposer, and who ☒ is personally known to me or ☐ has produced _____ as identification.




NOTARY PUBLIC

DECLARATION STATEMENT

City of Mount Dora
510 N. Baker Street
Mount Dora, FL
32757

RE: RFQ #26-UT-004 “Construction Manager at Risk (CMAR) Services for Wastewater Treatment Facility #2 Expansion”

Dear Mayor and Council Members:

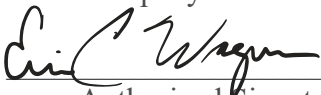
The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFQ #26-UT-004 “CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR WASTEWATER TREATMENT FACILITY #2 EXPANSION.”**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 26
January, 2026 in the City of Winter Garden, in the State of Florida.

Garney Companies, Inc.
Company


Authorized Signature

Eric C. Wagner, DBIA, Director - Plant Southeast
Printed Name & Title

ewagner@garney.com
Email

370 E. Crown Point Road
Address

Winter Garden, FL, 34787
City, State, Zip Code

407.877.5903
Telephone No.

N/A
Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

-
- ☒ 1. Workers' Compensation Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
- ☒ 2. Commercial General Liability Bodily Injury & Property
Damage (Occurrence Form) patterned
 after the current I.S.O form \$2,000,000 single limit
 with no limiting endorsements. per occurrence
- ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.
- This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.
- ☒ 4. Automobile Liability \$ 500,000 Each Occurrence
 Owned/Non-owned/Hired
 Automobile Included
- ☒ 5. Other Insurance as indicated below: \$ 1,000,000 Per
 Occurrence Errors and Omissions or Professional
 Malpractice Coverage
- ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
- ☒ 7. Builder's Risk Insurance at 100% of GMP amount.
- ☒ 8. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.
- ☒ 9. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS

(Continued)

- ☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state **"RFQ #26-UT-004 CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR WASTEWATER TREATMENT FACILITY #2 EXPANSION."**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

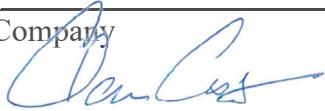
We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of RFQ.

Arthur J. Gallagher Risk Management Services LLC.

2121 N. California Blvd., Suite 300

Company

Address



Walnut Creek, CA 94561

Authorized Signature

City, State, Zip Code

Aaron Cosgrove, Client Service Executive

415-288-1689

Printed Name & Title

Telephone No.

aaron_cosgrove@ajg.com

N/A

Email

Fax No.

Arthur J. Gallagher Risk Management Services LLC.

Insurance Agency



Signature of Proposer's Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

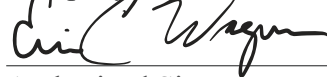
- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require 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.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the company responding to this solicitation certify that it has implemented a drug-free workplace program in accordance with the provision of Florida Statutes, Section 287.087, as stated above?

☒ YES
☐ NO

Garney Companies, Inc. _____

Company



Authorized Signature

Eric C. Wagner, DBIA, Director - Plant Southeast _____

Printed Name & Title

ewagner@garney.com _____

Email

370 E. Crown Point Road _____

Address

Winter Garden, FL, 34787 _____

City, State, Zip Code

407.877.5903 _____

Telephone No.

N/A _____

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

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

State of Florida
County of Orange

Eric C. Wagner, DBIA, being first duly sworn, deposes and says that:

I am the Director - Plant Southeast of Garney Companies, Inc., (Proposer) which has submitted a Response to City of Mount Dora RFQ #26-UT-004.

I am fully informed respecting the preparation and contents of the Response to RFQ #26-UT-004, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #26-UT-004, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFQ #26-UT-004 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Garney Companies, Inc.

Company

Eric C. Wagner

Authorized Signature

Eric C. Wagner, DBIA, Director - Plant Southeast

Printed Name & Title

ewagner@garney.com

Email Fax No. N/A

370 E. Crown Point Road

Address

Winter Garden, FL, 34787

City, State, Zip Code

407.877.5903

Telephone No.

N/A

STATE OF FLORIDA

COUNTY OF Orange

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 26 day of January 2026, by Eric C. Wagner, DBIA, who personally swore that he/she is authorized to execute this Agreement and thereby bind the Proposer, and who ☒ is personally known to me or ☐ has produced _____ as identification.



Sydney Cruz
NOTARY PUBLIC

ACKNOWLEDGEMENTS

RFQ #26-UT-004

“CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR WASTEWATER TREATMENT FACILITY #2 EXPANSION”

To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

Garney Companies, Inc. (Proposer) guarantees

its Response to RFQ #26-UT-004 for a period not to exceed one hundred twenty (120) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Dated this 26 day of January, 2026
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: (Signature) / (Print name)

Address:

Telephone: () Fax: ()

Taxpayer/Employer Identification Number (TIN/EIN):

CORPORATION

By: Eric C. Wagner (Signature) / Eric C. Wagner, DBIA (Print name)

Address: 370 E. Crown Point Road, Winter Garden, FL, 34787

Telephone: (407) 877.5903 Fax: (N/A)

Taxpayer/Employer Identification Number (TIN/EIN): 44-0658613

State of Incorporation: Missouri

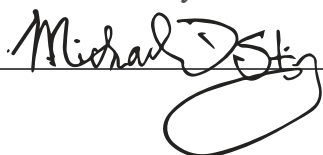
Corporate President: Matthew Reaves - President - Plant Operations
(Print Name)

Corporate Secretary: Mike Strong
(Print Name)

Corporate Treasurer: N/A
(Print Name)

Attest By: Mike Strong
Secretary



Signature:  Date: January 26, 2026

Remainder of Page Intentionally Left Blank



**COMPLIANCE WITH THE PUBLIC RECORDS LAW
RFQ #26-UT-004**

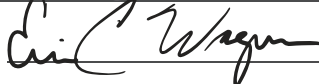
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: Garney Companies, Inc.

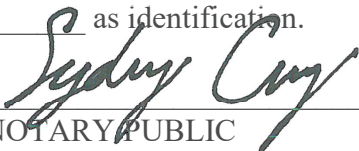
Authorized representative (printed): Eric C. Wagner, DBIA, Director - Plant Southeast

Authorized representative (signature): 

STATE OF FLORIDA
COUNTY OF Orange

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 26 day of January 2026, by Eric C. Wagner, DBIA, who personally swore that he/she is authorized to execute this Agreement and thereby bind the Proposer, and who ☒ is personally known to me or ☐ has produced _____ as identification.




NOTARY PUBLIC

REFERENCE FORM

Provide the business names, contact person, email and telephone number of four (4) references for which the Proposer has provided services in the past similar to the services described in this RFQ for three (3) years or more within the last five (5) year period. Do not include active projects. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Arnett Environmental, LLC (Now Vikus Water)

Address: 1038 Lake Sumter Landing, The Villages, FL 32162

Point of Contact: Brian Foulkes

Phone #: (407) 341-4022 Email address: Brian.Foulkes@vikuswater.com

Service(s) Provided: Gibson Place Utility Company WWTP #1 (PDB): Preconstruction covers design, geotechnical, permitting, and site planning; construction covers treatment structures, mechanical systems, water management facilities, administration, utilities, and stormwater systems.

Dates of Service: Start Date: 01/20/2023 End Date: 09/01/2025

2. Name of Company: Toho Water Authority

Address: 951 Martin Luther King Blvd, Kissimmee, FL 34741

Point of Contact: Deborah Beatty, PE

Phone #: (407) 944-5023 Email address: dbeatty@tohowater.com

Service(s) Provided: Lake Marion WRF Replacement and Expansion (CMAR) : Demolished old pretreatment and tanks; installed new headworks, BNR trains, clarifiers, filters, chemical feed, storage reservoirs, pump stations, and site utilities with generator and SCADA.

Dates of Service: Start Date: 02/01/2017 End Date: 3/31/21

3. Name of Company: Pasco County Utilities

Address: Utilities Administration Building 19420 Central Blvd. Land O'Lakes, FL 34637

Point of Contact: Ken Chahine, PE

Phone #: (813) 235-6189 Email address: kchahine@pascocountyfl.net

Service(s) Provided: Embassy Hills WWTP Rehabilitation and Improvements (CMAR): Modified headworks, clarifiers, blowers, electrical/I&C systems, and pumps; added disc filtration and new buildings; rehabilitated basins and equipment with bypass pumping.

Dates of Service: Start Date: 04/19/2022 End Date: 12/31/2025

4. Name of Company: Pinellas County, FL

Address: 14 South Fort Harrison Avenue, Clearwater, FL 33756

Point of Contact: Craig Osmanski

Phone #: (727) 225-2218 Email address: cosmanski@co.pinellas.fl.us

Service(s) Provided: New Headworks and Grit Removal Facility (Progressive Design-Build): Replacement of a headworks structure and grit removal system including a belt press and grit tray, as well as odor control, and septage receiving.

Dates of Service: Start Date: 12/03/2018 End Date: 02/28/2023

PUBLIC ENTITY CRIMES

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: Eric C. Wagner, DBIA [NAME] as the Director - Plant Southeast [TITLE] of Garney Companies, Inc. [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 44-0658613.
2. I understand that a “public entity crime” as defined in Florida Statute Section 287.133(1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Florida Statutes Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Florida Statutes Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Florida Statutes Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTE SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Eric C. Wagner
(Signature)

STATE OF FLORIDA
COUNTY OF Orange

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 26 day of January 2026, by Eric C. Wagner, DBIA, who personally swore that he she is authorized to execute this Agreement and thereby bind the Proposer, and who ☐ is personally known to me or ☐ has produced _____ as identification.



Sydney Cruz
NOTARY PUBLIC

FIRM INFORMATION

Firm is a:

- (☒) Corporation
(☐) Partnership
(☐) Sole Proprietorship
(☐) Other _____ (Explain)

Federal Employer Identification Number: 44-0658613

Firm Name: Garney Companies, Inc.

Mailing Address: 370 E. Crown Point Road, Winter Garden, FL 34787

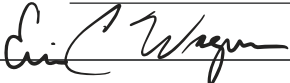
Telephone No.: 407.877.5903 Fax No.: N/A

Email Address: ewagner@garney.com Web Address: https://www.garney.com

If remittance address is different from the mailing address so indicate below.

Firm Name: Garney Companies, Inc.

Remittance Address: 1700 Swift Street Suite 200, North Kansas City, MO 64116

Submitted by: 

Name & Title Printed: Eric C. Wagner, DBIA, Director - Plant Southeast

**CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR WASTEWATER
TREATMENT FACILITY #2 EXPANSION
SUBCONTRACTOR LISTING**

Provide a name, and address of all sub-contractors that have the potential to work on this project. If no sub-contractor(s) are to be used, please return this form marked with “NONE” as your response.

Phone Number/E-Mail:

N/A

[illegible]

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 <i>Specific Instructions</i> 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.) Garney Companies 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. 1700 Swift St, Ste 200	Requester's name and address (optional)
6 City, state, and ZIP code North Kansas City, MO 64116		
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	4	-	0	6	5	8	6	1 3

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 **01/02/2026**

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

SCOPE RESPONSE/ADDITIONAL INFO/ EXCEPTIONS/REQUIRED FORMS

SURETY LETTER

Garney has read and acknowledges the bonding requirements for this solicitation. Below and on the following pages, we have provided a letter documenting our bonding capacity from a highly rated Surety.

CNA SURETY

December 19, 2025

City of Mount Dora, FL
510 N. Baker Street
Mount Dora, FL 32757

Re: Garney Companies, Inc.
Prequalification for Construction Manager at Risk Services - Wastewater Treatment Facility #2
Expansion

To Whom It May Concern:

In connection with the requirements of your request for proposal concerning Garney Companies, Inc.'s bond program, we are pleased to respond in that regard.

Bonds have been written on a co-surety basis by The Continental Insurance Company, a member of the CNA Group of Insurance Companies, and Liberty Mutual Insurance Company, a member of the Liberty Mutual Insurance Companies, since 2006. A.M. Best currently rates The Continental Insurance Company "A+", Class Size XV, and Liberty Mutual Insurance Company "A", Class Size XV. The Continental Insurance Company and Liberty Mutual Insurance Company are approved for federal projects as provided for in the current online edition of the Department of the Treasury – Circular 570 with underwriting limitations of \$1,122,652,000 and \$2,248,066,000 respectively. Both The Continental Insurance Company and Liberty Mutual Insurance Company are licensed to write bonds in all 50 states.

The largest project bonded by the sureties on behalf of Garney Companies, Inc., totaled \$700,000,000. The sureties have committed a \$6,000,000,000 aggregate cost to complete program. At present, approximately \$4,000,000,000 of this facility remains available for use.

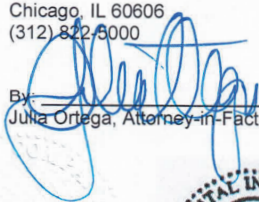
Garney Companies, Inc. enjoys a national reputation as one of the premier contractors performing sewer and water line work, with particular expertise in large diameter installations, and constructing water and wastewater treatment facilities. The company's experience includes a broad range of alternative procurement methodologies. At no time during our history with the account have they been refused a bond nor have there been any bond claims. Garney Companies, Inc. remains an account in good standing.

Should Garney Companies, Inc., be awarded this contract and requests that we provide the necessary Performance and/or Payment, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

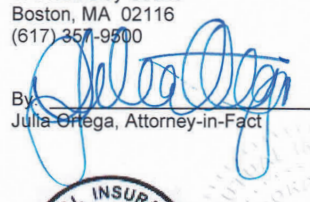
Our consideration of issuance of bonds is a matter solely between Garney Companies, Inc., and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact Brian Cooper, Managing Director, of Arthur J. Gallagher Risk Management Services LLC, located at 595 Market Street, Suite 2100, San Francisco, CA 94105 - Telephone (415) 288-1620

The Continental Insurance Company
151 N. Franklin Street
Chicago, IL 60606
(312) 822-8000

By: 
Julia Ortega, Attorney-in-Fact

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
(617) 357-9500

By: 
Julia Ortega, Attorney-in-Fact



SCOPE RESPONSE/ADDITIONAL INFO/ EXCEPTIONS/REQUIRED FORMS

SURETY LETTER

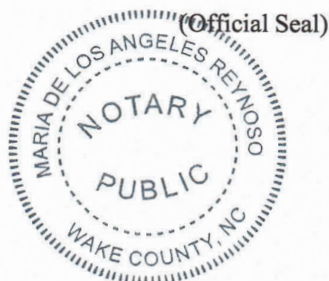
G.S. § 10B-41 NOTARIAL CERTIFICATE FOR ACKNOWLEDGMENT

Wake County, North Carolina

I certify that the following person(s) personally appeared before me this day, each
acknowledging to me that he or she signed the foregoing document:

Julia Ortega
Name(s) of principal(s)

Date: 12/19/2025



[Signature]
Official Signature of Notary

Maria De Los Angeles Reynoso, Notary Public
Notary's printed or typed name

My commission expires: June 28, 2026

OPTIONAL

This certificate is attached to a _____, signed by _____
Title/Type of Document *Name of Principal Signer(s)*

on _____, and includes _____ pages.
Date *# of pages*

SCOPE RESPONSE/ADDITIONAL INFO/ EXCEPTIONS/REQUIRED FORMS

SURETY LETTER

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Julia Ortega, Thuyduong Le, Brittany Kavan, Misty R Hemje, Courtney Chew, Maria D Reynoso, Tina K Nierenberg, Salina Ko, Shawndrae N Johnston, Harold Foy, Forrest Chamberlain, Individually of Walnut Creek, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of August, 2025.



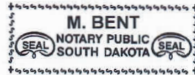
The Continental Insurance Company

Larry Kasten

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of August, 2025, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; 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 insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 19th day of December, 2025.



The Continental Insurance Company

Paula Kolsrud

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F6850-6-2023

SCOPE RESPONSE/ADDITIONAL INFO/ EXCEPTIONS/REQUIRED FORMS

SURETY LETTER

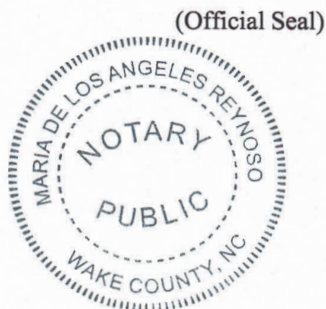
G.S. § 10B-41 NOTARIAL CERTIFICATE FOR ACKNOWLEDGMENT

Wake County, North Carolina

I certify that the following person(s) personally appeared before me this day, each
acknowledging to me that he or she signed the foregoing document:

Julia Ortega
Name(s) of principal(s)

Date: 12/19/2025



[Signature]
Official Signature of Notary

Maria De Los Angeles Reynoso, Notary Public
Notary's printed or typed name

My commission expires: June 28, 2026

OPTIONAL

This certificate is attached to a _____, signed by _____
Title/Type of Document *Name of Principal Signer(s)*

on _____, and includes _____ pages.
Date *# of pages*

SCOPE RESPONSE/ADDITIONAL INFO/ EXCEPTIONS/REQUIRED FORMS

SURETY LETTER



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215027-024125**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino; Brian Cooper; Brittany Kavan; Forrest Chamberlain; Harold Foy; Janet C. Rojo; Julia Ortega; K. Zerounian; Kevin Re; M. Moody; Maria D. Reynoso; Maureen O'Connell; Misty R. Hemje; Robert P. Wrixon; Salina Ko; Shawndrae N. Johnston; Susan Hecker; Thuyduong Le; Tina K. Nierenberg; Virginia L. Black

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of November, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of November, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of December, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIG WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

SCOPE RESPONSE/ADDITIONAL INFO/EXCEPTIONS/REQUIRED FORMS

ADDENDUM NUMBER 1

RFQ # 26-UT-004
CONSTRUCTION MANAGER AT RISK SERVICES – WASTEWATER TREATMENT
FACILITY # 2 EXPANSION
CITY OF MOUNT DORA

ADDENDUM NUMBER 1

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFQ # 26-UT-004 CONSTRUCTION MANAGER AT RISK SERVICES – WASTEWATER TREATMENT FACILITY # 2 EXPANSION** for the above as fully and completely as if the same were fully set forth therein.

~~~~~  
**CLARIFICATIONS:**

**Originally Reads as:**

| Event                                                    | Date/Time                               |
|----------------------------------------------------------|-----------------------------------------|
| Advertise RFQ                                            | December 12, 2025                       |
| Last Date for Receipt of Written Questions               | December 22, 2025                       |
| Addendum Issued (If Applicable)                          | December 29, 2025                       |
| RFQ Opening Date & Time (via ZOOM)                       | January 12, 2026 @ 2:00 p.m.            |
| Evaluation Committee to Shortlist                        | January 20, 2026 @ 2:00 p.m.            |
| Shortlisted Firm Presentations/Interviews (if requested) | January 27, 2026 9:00 a.m. – 12:00 p.m. |
| Evaluation Committee to Recommend                        | January 27, 2026 12:30 p.m.             |
| Notice of Recommendation                                 | January 27, 2026                        |
| City Council Approval (anticipated)                      | February 17, 2026                       |

**Now Reads as:**

| Event                                                    | Date/Time                                |
|----------------------------------------------------------|------------------------------------------|
| Advertise RFQ                                            | December 12, 2025                        |
| Last Date for Receipt of Written Questions               | December 29, 2025                        |
| Addendum Issued (If Applicable)                          | January 8, 2026                          |
| RFQ Opening Date & Time (via ZOOM)                       | January 26, 2026 @ 2:00 p.m.             |
| Evaluation Committee to Shortlist                        | February 4, 2026 @ 2:00 p.m.             |
| Shortlisted Firm Presentations/Interviews (if requested) | February 11, 2026 9:00 a.m. – 12:00 p.m. |
| Evaluation Committee to Recommend                        | February 11, 2026 12:30 p.m.             |
| Notice of Recommendation                                 | February 11, 2026                        |
| City Council Approval (anticipated)                      | March 3, 2026                            |

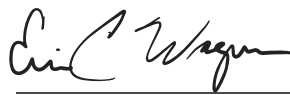
SCOPE RESPONSE/ADDITIONAL INFO/  
EXCEPTIONS/REQUIRED FORMS

ADDENDUM NUMBER 1

~~~~~

~~~~~

Signature acknowledges receipt and understanding of this addendum.

 Eric C. Wagner, DBIA, Director - Plant Southeast  
\_\_\_\_\_  
Name/Title

12/29/2025  
\_\_\_\_\_  
Date



# SCOPE RESPONSE/ADDITIONAL INFO/ EXCEPTIONS/REQUIRED FORMS

## ADDENDUM NUMBER 2

RFQ # 26-UT-004  
CONSTRUCTION MANAGER AT RISK SERVICES – WASTEWATER TREATMENT  
FACILITY # 2 EXPANSION  
CITY OF MOUNT DORA

ADDENDUM NUMBER 2

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFQ # 26-UT-004 CONSTRUCTION MANAGER AT RISK SERVICES – WASTEWATER TREATMENT FACILITY # 2 EXPANSION** for the above as fully and completely as if the same were fully set forth therein.

~~~~~

CLARIFICATIONS:

Originally Reads as: (Page 16 of 59, Tab I) The responding firm (or the lead firm if subcontractors are proposed) will provide a letter, on letterhead, not exceeding three (3) pages, which serves as a statement of interest and introduction to the submittal. If subcontractors are proposed, each subcontractor must provide a similar letter not exceeding two (2) pages.

Now Reads as: I want to change this so that letters of interest are not required from subs, I need to language to say as close as possible while removing that requirement : The responding firm (or the lead firm if subcontractors are proposed) will provide a letter, on letterhead, not exceeding three (3) pages, which serves as a statement of interest and introduction to the submittal.

Originally Reads as: (Page 17 of 59, Tab IV) QUALITY CONTROL, SANCTIONS, AND ADVERSE LITIGATION:

Now Reads as: SANCTIONS, AND ADVERSE LITIGATION:

PLEASE BE ADVISED OF THE FOLLOWING QUESTIONS AND ANSWERS:

Q1. Will there be any requirements OR interest in Drone Services on this project? ie pre/post site conditions, progress photos, video, 360 Aerial panos, 2d site overview ect?
It is a Federal requirement for the Drone pilot to be FAA 107 certified for this work.

A1. Drone services are not needed.

Q2. What is the estimated construction budget?

A2. \$97,000,000.00.

SCOPE RESPONSE/ADDITIONAL INFO/ EXCEPTIONS/REQUIRED FORMS

ADDENDUM NUMBER 2

Q3. I would like to bid the project, I want to verify that it is 'open' for bid or if we need approved prior to bid.

A3. There is no preapproval requirement.

Q4. I found your proposed project in The Dodge Report and was wondering if you have any structural drawings at this point. All I could find are site plans.

A4. No.

Q5. Page 16 of 59, Tab I, first paragraph mentions including statement of interests from subcontractors. Though subcontractors will be used during construction, no responders to this RFQ are capable of 100% self-performance of the work, so obtaining letters of interest from subcontractors now is not possible and would potentially limit competition later. Please confirm the need to include subcontractors' statement of interest is only required if the responding firm is utilizing subcontractor participation as part of their RFQ to meet the minimum qualifications, or if a responding firm is in a teaming agreement to pursue this project, but not for subcontractors who may be used during construction.

A5. See Clarification. A letter of interest is not required from the sub-contractors.

Q6. Page 53 of 59, Subcontractor Listing requires the proposers identify potential subcontractors. In the CMAR delivery method, subcontractors are selected during preconstruction, following a solicitation, bidding, and evaluation process, not at the time RFQs are due. The request for this information is typical and reasonable if this was Design-Bid-Build response where subcontractors were known at the time of submittal; however, this information cannot be provided at this time. Doing so would also circumvent the competitive nature of the CMAR procurement process and likely detract from the benefits of the CMARs preconstruction efforts. Please confirm that completion of this form is not required.

A6. If available, proposers may identify any preconstruction service subcontractors that may be applicable. If no such subcontractors have been identified at this time, please mark the Subcontractor Listing form as N/A.

A complete and final list of subcontractors will be required for departmental approval at the time of GMP submission.

Q7. Page 17 of 59, paragraph 1-2 of Tab II – Please confirm the three (3) page limit for Tab II should be inclusive of the list of five (5) similar completed projects.

A7. Yes.

Q8. Page 17 of 59, Tab IV - The title for Tab IV includes the words "Quality Control" however, there is no explanation in the subsequent paragraphs describing what is needed to address Quality Control. If it's intended for the RFQ address quality control, please provide details on the desired information, otherwise confirm it can be disregarded for this RFQ.

A8. Please see clarification.

SCOPE RESPONSE/ADDITIONAL INFO/ EXCEPTIONS/REQUIRED FORMS

ADDENDUM NUMBER 2

Q9. We request the Last Date for Receipt of Written Questions be extended to January 5, 2026 to allow time for additional questions that may arise following the issuance of the first addendum.

A9. This will not be extended.

~~~~~

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Signature acknowledges receipt and understanding of this addendum.



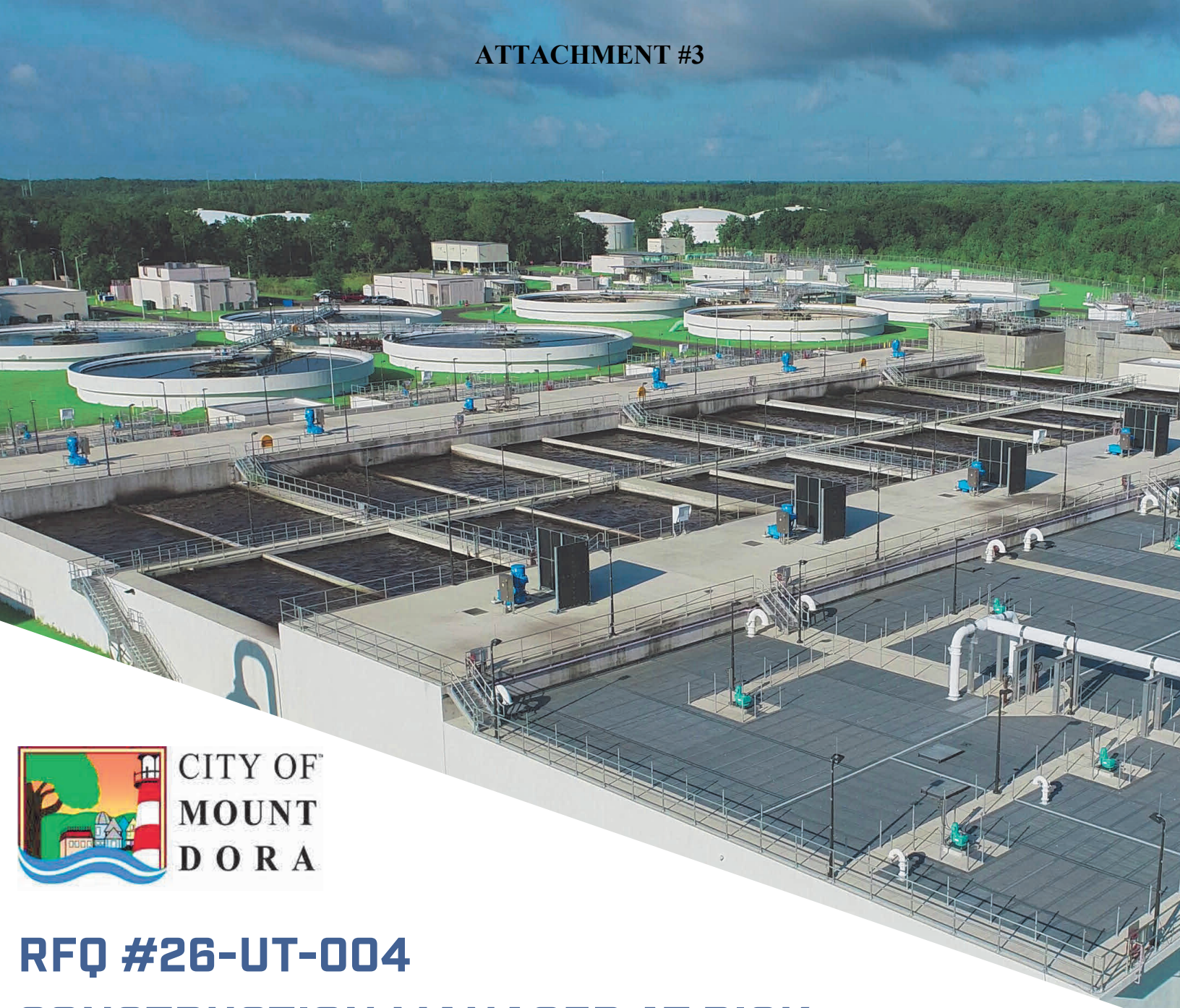
Eric C. Wagner, DBIA, Director - Plant Southeast
Name/Title

01/08/2026

Date

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CITY OF
MOUNT
DORA

RFQ #26-UT-004

**CONSTRUCTION MANAGER AT RISK
SERVICES - WASTEWATER TREATMENT
FACILITY #2 EXPANSION**



Wharton-Smith, Inc.
CONSTRUCTION GROUP

Tab 1:

Statement of Interest and Introduction



City of Mount Dora
Attn: Whitney Donovan, Purchasing Coordinator
510 N Baker St, Mt Dora, FL 32757

January 26, 2026

Re: RFQ #26-UT-004 - Construction Manager At-Risk Services Wastewater Treatment Facility #2 Expansion

The City of Mount Dora's planned expansion of Wastewater Treatment Facility No. 2 is a pivotal project for the community; one that requires not only technical excellence but also a partner who understands your facility's unique challenges and goals. Wharton-Smith is uniquely qualified to serve as your Construction Manager at Risk, bringing direct, proven experience with both the City of Mount Dora and this very facility. Our history of successful collaboration and deep familiarity with Wastewater Treatment Plant #2 will deliver measurable benefits throughout the project.

Our prior work at this facility means we already understand the site's operational constraints, permitting requirements, and the City's expectations for communication and performance. This experience enables us to anticipate challenges, streamline approvals, and coordinate seamlessly with City staff—reducing learning curves, minimizing disruptions, and ensuring the facility remains fully operational during construction. We are prepared to support the City's objective to expand the facility from 1.5 MGD to 3.5 MGD, incorporating essential improvements such as screening and grit removal, biological processes, clarifiers, filters, odor control, and advanced electrical and instrumentation systems.

Our proposal outlines a comprehensive approach to meet your critical needs, leveraging our expertise and collaborative strategies with a focus on the following:

INNOVATIVE SITE PHASING PLANS: Recognizing that layout and sequencing are the primary drivers of cost, risk, and operational continuity on active AWT facilities, our team has evaluated alternative site phasing concepts early to support informed decision making. These concepts, detailed later in Tab 5, are not intended to re-engineer the City's selected approach, but to illustrate opportunities to mitigate risk by simplifying construction, improving sequencing, and maintaining uninterrupted operations.

VALUE TO MOUNT DORA: Early evaluation of alternative site phasing provides informed decision-making, simplifies construction, improves sequencing, and ensures uninterrupted facility operations. Your plant operators can sleep easy at night knowing the facility is in good hands.

TRANSPARENT COST CONTROL AND FUNDING EXPERTISE: Our standardized GMP process, refined over 30 years, ensures transparency through competitive sealed bids, open-book general conditions, and negotiated allowances. Our self-performance capabilities have historically reduced total project costs by 10% or more. Furthermore, we are well versed in navigating State Revolving Fund (SRF) provisions, including the American Iron and Steel (AIS) Act, Davis-Bacon Act, and Owner Directed Purchases (ODP) to maximize tax savings for the City.

VALUE TO MOUNT DORA: Our long-established GMP process provides Mount Dora with a predictable, well-defined project budget. Competitive sealed bidding, open-book general conditions, and clearly negotiated allowances allow the City to see exactly where funds are being spent—eliminating surprises and increasing public trust.

AWT EXPERIENCE THAT STREAMLINES THE SCHEDULE: Wharton-Smith has delivered dozens of Advanced Wastewater Treatment (AWT) facility upgrades and expansions across Florida and the Southeast, successfully completing complex projects for municipalities with stringent regulatory and operational requirements. Our team's experience spans the integration of advanced biological processes, filtration systems, and instrumentation, all while maintaining continuous plant operations and compliance with evolving nutrient removal standards.

VALUE TO MOUNT DORA: This depth of AWT expertise ensures your project is managed by a contractor who can anticipate challenges, streamline construction sequencing, and maintain uninterrupted service. Wharton-Smith is committed to minimizing risk, protecting your schedule and budget, and delivering a high-quality, compliant facility that meets the City's current and future needs.

Wharton-Smith appreciates the opportunity to submit this proposal looks forward to continuing our relationship with the City of Mount Dora.

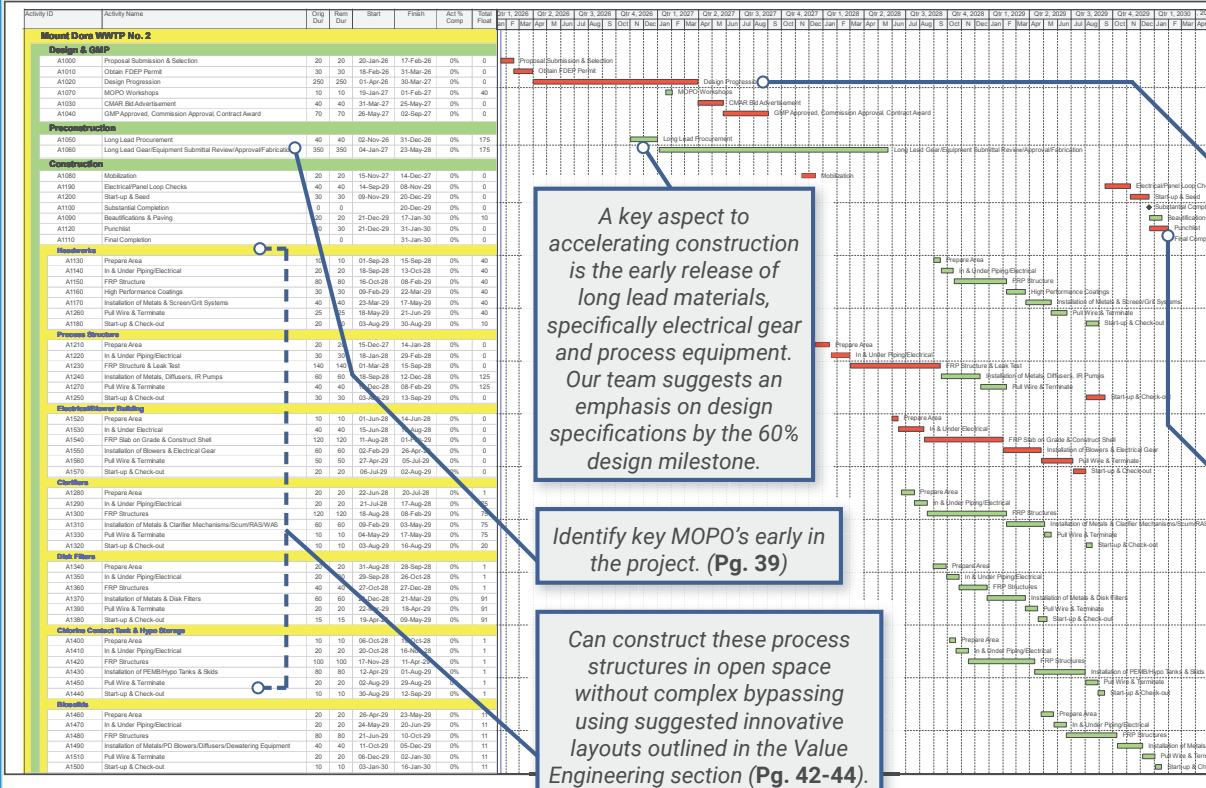
Patrick J. Hewitt

COO - Water

Implementation Schedule

A projected schedule showing the estimated amount of time to be allotted for completion of construction services under the project using a Critical Path Method.

The conceptual-level schedule below is based on current scope assumptions and is intended to establish an overall sequencing framework rather than define fixed milestones or durations. Wharton-Smith will continually update and refine the schedule in a collaborative manner with the City and project stakeholders as design progresses and additional information becomes available. While the City has not identified a mandated completion deadline, Wharton-Smith understands that maintaining schedule momentum is critical to supporting continued growth, regulatory compliance, and reliable reclaimed water service, and will proactively manage sequencing and coordination to support timely project delivery.



During design, we will use value engineering and design alternate cost evaluations to maximize scope while minimizing cost. All available options will be analyzed to increase project value. Cost estimates, constructability reviews, and value engineering will occur at all major design phases (30/60/90).

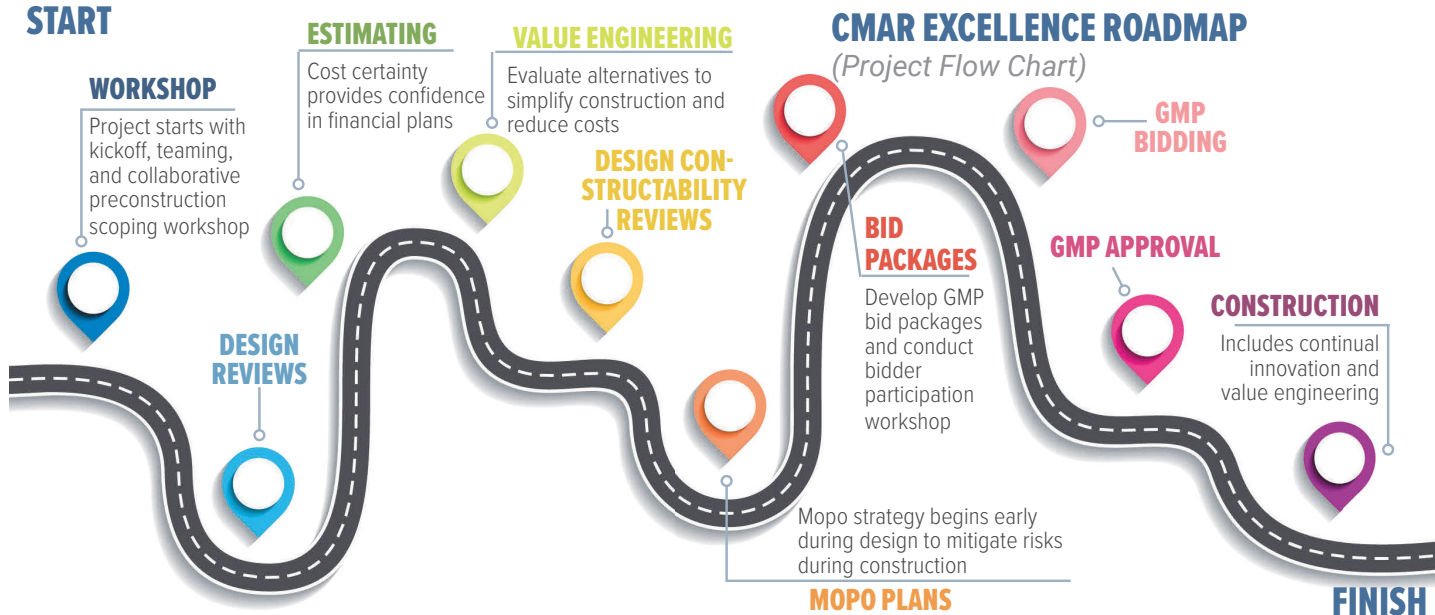
We will work collaboratively with the City of Mount Dora to determine the ideal project timeline. Long lead equipment and early work packages will be adjusted to meet the agreed upon timeline.

Corporate Headquarters | 750 Monroe Road, Sanford, FL 32771 | www.whartonsmith.com
AL-45684 | FL-CG C1511243 | GA-GCCO 001333 | LA-52227 | MS-10232MCI | NC-38755 | SC-G97817 | TN-62419 | VA-2705121584



Project Work Program and Flow Chart

Provide a detailed description and discussion of the Contractor's intent for addressing the work in each part of the project. Include a discussion of any substantive or innovative ideas used by the firm on similar projects.



Applying Proven Strategies to Simplify Work and Reduce Cost

Wharton-Smith's experience delivering large, active advanced wastewater treatment (AWT) facilities shows that the greatest value is created before construction begins - by simplifying layout, sequencing construction intelligently, and protecting plant operations.

Our approach for WWTF No. 2 builds directly on our lessons from past similar projects with a few of those key aspects being:

Optimize the Site Layout Early: On large AWT facilities, the greatest opportunity to reduce cost and risk is early evaluation of the site and process layout before the design becomes fixed. Adjustments to structure orientation, spacing, or hydraulic routing often eliminate expensive deep excavations, complex dewatering, long pipe runs, and operational conflicts. (**See Case Study on page 31**)

For Mount Dora WWTF No. 2, we will work collaboratively with the City and Halff during preconstruction to:

- Simplify construction sequencing while maintaining uninterrupted plant operations
- Reduce cross-site piping and under-structure conflicts
- Preserve clear operational zones for plant staff during construction

Maintain Live Operations as the Primary Constraint: Our AWT projects reinforce that active-plant reliability must drive construction sequencing, not the other way around. Early MOPO planning, clear cutover strategies, and redundant temporary operations are essential to avoiding unplanned outages. At Mount Dora, this means:

- Coordinating design and construction phasing around existing treatment trains
- Sequencing clarifier, headworks, and process transitions intentionally
- Integrating SCADA, electrical, and control cutovers into early design discussions

This work program reflects our belief that the most successful CMAR projects are defined by what is anticipated early, not reacted to later.

Tab 2: Business / Firm History and Information

Tab 2: Business / Firm History and Information

Capabilities That Matter

A brief narrative of the corporate history of the firm, length of time in business under the same name, and the Contractor's capabilities. Be specific as to the number of years providing the specific services requested.

Wharton-Smith, Inc. has operated under the same name since 1984, providing 42 years of construction management, general contracting, and design-build services. Our firm specializes in government projects, with a particular focus on water and wastewater facilities, in addition to municipal, educational, and utility work.

Wharton-Smith's approach guarantees an on-schedule and on-budget delivery of Mount Dora's WWTF #2, ensuring quality and operational excellence. Our approach is built on proactive collaboration, transparency, and flexibility to address the unique challenges of this dual-facility program.

We will serve as your trusted partner throughout every phase, providing clear information and actionable options to support well-informed decisions. Below are the critical areas of experience in which our team excels.

OUR TEAM HAS THE NECESSARY EXPERIENCE WITH:



5-STAGE AWT PROJECTS

- Technical Expertise Ensures Quality



CMAR DELIVERY

- 500+ CMAR projects in Florida



MOUNT DORA'S WWTF #2

- Unmatched Facility Knowledge

RELEVANT PROJECT CASE STUDY

FLAWLESS MOPO EXECUTION – CITY OF EUSTIS (BATES AVE WWTP)



Background: Wharton-Smith served as CMAR for the City of Eustis' Bates Ave. WWTP Expansion, increasing facility capacity from 1.75 MGD to 3.0 MGD while upgrading key process units, including the Aqua-Aerobics disc filters housed in existing concrete basins.

Challenge: The project required full removal and replacement of the existing disc filters - critical tertiary treatment components - while the plant remained online. Any interruption to filtration capacity risked compliance, effluent quality, and reclaimed water availability.

Collaborative Solution: Working closely with the Engineer and City of Eustis plant staff, our team developed a detailed two-phase Maintenance of Plant Operations (MOPO) plan to sequence filter removal and replacement without disrupting operations. This effort included coordinated flow routing, temporary operational adjustments, and verified performance before advancing to Phase Two. **All work was completed ahead of schedule with no impacts to plant operations.**



Tab 2: Business / Firm History and Information

Similar Projects Table

Include a list of five (5) similar completed projects, the construction cost/GMP of the project, the start and completion dates, and (if there was any) total negative or total positive change order to the GMP for the project. Do not include current or active projects. | Demonstrate corporate experience performing projects similar to that described by the RFQ. "Similar" shall be defined as wastewater treatment facility expansions of 1 MGD or larger 5-Stage AWT.

Please see Tab 6 for detailed information about the projects provided below:

Project / Relevancies	Cost	Start Date	Finish Date	Change Orders
Hamlin WRF and Master Pump Station <i>Orange County BOCC</i> 5-Stage AWT 5 MGD Construction - Finished 2 months early - Same Project Staff	\$114.8 M	12-2019	10-2022	\$4.2 M (Owner requested scope additions)
Bay Laurel North WRF <i>Bay Laurel CCDD</i> 5-Stage AWT 2.5 MGD Construction - CMAR Delivery \$5M Value Engineering	\$119.4 M	07-2022	09-2024	N/A
South County AWTF Modular Expansion <i>Hillsborough County, FL</i> 5-Stage AWT 3 MGD Expansion - Collaborative Delivery (Design-Build) \$30M Value Engineering	\$96.7 M	12-2022	09-2025	N/A
Northwest Regional WRF Expansion <i>Hillsborough County, FL</i> 5-Stage AWT 20 MGD Expansion - Collaborative Delivery (Design-Build) \$29M Value Engineering	\$188.4 M	04-2016	09-2020	(\$4.8 M) (Savings returned to owner)
Peter's Creek WRF <i>Clay County Utility Authority</i> 4-Stage AWT 1.5 MGD Expansion - CMAR Delivery \$10M Value Engineering	\$55.1 M	04-2023	09-2025	N/A

Tab 2: Business / Firm History and Information

Your Local Community Builder

The Response should clearly identify your organization's general government experience in providing the services requested.

Our collaboration goes beyond delivering successful projects—it's about investing in the places where our employees live, work, and play. We believe that true community impact is driven by people, not just by the projects themselves. Whether strengthening educational institutions, supporting first responders, or delivering essential wastewater infrastructure, our shared commitment is to create lasting value for the communities we serve. Wharton-Smith remains dedicated to enhancing public services, fostering community resilience, and building a stronger future for generations to come. Shown below are three critical projects completed by Wharton-Smith in Mount Dora and the surrounding areas:

WHERE WE GROW | INFRASTRUCTURE

Wharton-Smith provided Construction Management at Risk on the Leesburg Turnpike Wastewater Treatment Facility (WWTF) Improvements project for the City of Leesburg, FL. The project team modified three existing SBR basins by adding mechanical mixing/ aeration equipment/piping, constructed a fourth, fifth, and sixth new SBR basin along with mixing/aeration equipment, and constructed a new decant water pump station to pump SBR decant water to two disk filters.

See Letter of Recommendation on Page 52



Turnpike WWTF
City of Leesburg

WHERE WE PROTECT | FIRE STATION

Wharton-Smith provided Construction Management at Risk services for the construction of the City of Mount Dora's Fire Station #35. The 9,142 SF, three-bay facility consisted of drive-through apparatus bays with roll-up doors, decontamination areas with an air lock system, living quarters, commercial-style kitchen, conference room, fitness center, office spaces, and storage areas. The project also included sitework, landscaping, and underground utilities.

See Letter of Recommendation on Page 51



Fire Station #35
City of Mount Dora

WHERE WE LEARN | SCHOOLS

The team of Wharton-Smith and Zyscovich Architects provided Design-Build services to Lake County Schools on the new 160,722 SF K-8 school located in the Four Corners area of Lake County. The new E-STEAM school, which is the first of its kind in Florida, focuses on environmental and outdoor studies coupled with STEAM programs in a 21st-century learning environment.



Lake Pointe K-8 Academy
Lake County Schools



Tab 3: Qualifications and Experience of the Assigned Team

Tab 3: Qualifications and Experience of the Assigned Team

Dream Team Leaders

A description not exceeding two (2) pages of the proposed project team. This description should provide the names, titles, firm names (if subcontractors are involved), and clearly identify the proposed role in the project team for each person.



Value to Mount Dora

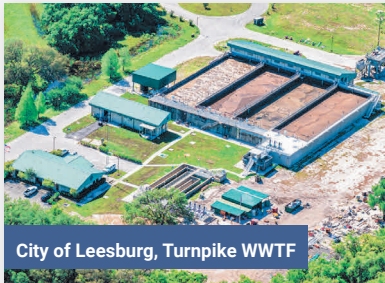
Leadership structured to protect operations while driving schedule and cost certainty

For WWTF #2, we have strategically chosen to implement a leadership structure featuring a Principal-in-Charge, Project Director, and Project Manager, to ensure comprehensive oversight and seamless execution.

This integrated group will provide comprehensive strategic oversight, ensuring seamless alignment with Mount Dora, and offering proactive day-to-day direction. This structure guarantees that critical decisions are made with agility, resources are optimized for maximum efficiency, and the City of Mount Dora benefits from a single, cohesive point of contact and unwavering accountability from project inception through completion. We believe this collaborative approach fosters an environment of transparency, responsiveness, and shared success, ensuring the project's goals are met with precision and excellence.

A Proven System

These team members have been operating together for 14 years, providing the best value to clients in all phases of their projects. Recently, Erik, Drew, and Adam completed the \$61.5 M Turnpike WWTF.



City of Leesburg, Turnpike WWTF

"I have been extremely impressed with the value engineering and time savings initiatives Wharton-Smith has recommended. So far, Wharton-Smith has saved the City of Leesburg approximately \$2.1M and has delivered the Final GMP three weeks ahead of schedule."

- Clifford Kelsey, Public Works Director, City of Leesburg



ERIK ANDERSON, PE, DBIA

Project Director / Single-Point-of-Contact

Erik will serve as your dedicated Project Director and single-point-of-contact, orchestrating all project facets. This streamlined approach provides the City with unparalleled clarity, consistent information, and efficient decision-making throughout the project. You will benefit from a highly knowledgeable and accountable liaison, ensuring a seamless and responsive partnership.



DREW GUMIENY, DBIA

Principal-in-Charge

Drew leads our executive team as Principal-in-Charge, providing strategic oversight and ultimate accountability for project success. This ensures the project's vision remains aligned with the City's long-term goals and receives the highest level of corporate support. The City benefits from executive leadership dedicated to a successful and enduring partnership.



ADAM BERGDAHL, EIT

Sr. Project Manager

Adam will meticulously manage the day-to-day operations, ensuring efficient execution and adherence to all project specifications. This role guarantees precise coordination of resources, proactive problem-solving, and rigorous quality control on site. The City will benefit from seamless project progression and timely delivery, supported by dedicated operational leadership.

Tab 3: Qualifications and Experience of the Assigned Team

On-Site Management

A description not exceeding two (2) pages of the proposed project team. This description should provide the names, titles, firm names (if subcontractors are involved), and clearly identify the proposed role in the project team for each person.

Our on-site management team is strategically structured to provide hands-on daily management, expert subcontractor coordination, and unwavering site safety leadership. This integrated group, featuring a collaborative Superintendent/Senior Superintendent dynamic and supported by a dedicated Safety Manager, guarantees optimal work flow efficiency and continuous quality monitoring. The City of Mount Dora will benefit from a meticulously managed site, ensuring operational excellence and an uncompromising commitment to a safety-first culture.



SHAWN CALABRESE
Sr. Superintendent

Shawn will provide critical on-site leadership as our Senior Superintendent, directly overseeing all field operations and construction activities. This role ensures meticulous execution, stringent safety protocols, and rigorous quality control, keeping the project on schedule and within specifications. The City benefits from expert daily management, guaranteeing a safe, efficient, and high-quality build.



DANIEL DODD
Superintendent

Daniel will manage daily on-site activities, ensuring all construction work aligns with the project schedule and quality standards. This role focuses on meticulous coordination of trades, efficient resource deployment, and maintaining a safe work environment. The City will benefit from dedicated, hands-on leadership that drives consistent progress and operational excellence.



TRAVIS CHAPUT
Safety Manager

Travis will serve as our dedicated Safety Manager, establishing and enforcing comprehensive safety programs across all project phases. This role ensures strict adherence to all regulations, continuous site monitoring, and ongoing safety training for all personnel. The City benefits from a proactively safe work environment, minimizing risks and ensuring project continuity and well-being.

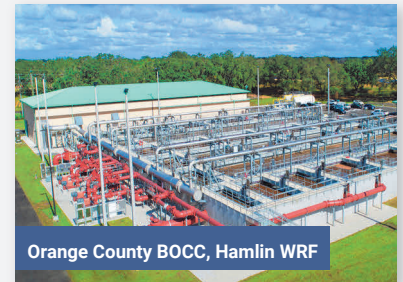


Value to Mount Dora

Our field management ensures top quality results.

5-Stage AWT Experts

This team is no stranger to large projects. Travis and Daniel recently finished the Hamlin WRF, a \$114 M, 5-stage bardenpho greenfield plant. (See more about this project on **page 46**)



Orange County BOCC, Hamlin WRF

"Wharton-Smith repeatedly demonstrated a superior quality of work and efficiency through project management, documentation, and professionalism. Their personnel were always willing to listen to our needs working cooperatively to solve potential concerns before they could become problems."

- Terra Reffitt, Chief Inspector

Tab 3: Qualifications and Experience of the Assigned Team



SINGLE POINT-OF-CONTACT



PROJECT DIRECTOR
Erik Anderson, DBIA, PE



Team members with a star were part of the 2022 Odor Control replacement on Mount Dora's WWTF #2. These team members bring a great advantage to The City, as they are already familiar with your processes, procedures, and even the plant itself. This familiarity will save The City of Mount Dora both time and money.

PRECONSTRUCTION PHASE



PRECON. MANAGER
Dwayne Kreidler, PE, DBIA



ESTIMATING MANAGER
Matt Peterson, EIT



SUB. OUTREACH
Dawn Cray

CONSTRUCTION PHASE



SR. PROJECT MANAGER
Adam Bergdahl, EIT



PROJECT MANAGER
Cillian Gowan



SR. SUPERINTENDENT
Shawn Calabrese



SUPERINTENDENT
Daniel Dodd

SUPPORT TEAM



PRINCIPAL-IN-CHARGE
Drew Gumieny, DBIA



SAFETY MANAGER
Travis Chaput, CHST



QUALITY MANAGER
Chris Gayner, PE



CONTRACTS MANAGER
Alison Weaver, CRIS



Tab 3: Qualifications and Experience of the Assigned Team



22

Years Corporate Experience

21

Years with Wharton-Smith

Roles & Responsibilities

As Project Director, Erik will ensure CMAR best practices are upheld including analyzing, managing, and mitigating risks. He will provide daily leadership to the entire team throughout the entire duration of the project. Erik will draw on his vast Central Florida water experience to provide expertise on material procurement, construction sequencing, quality control, and safety compliance.

Education

BS, Mechanical Engineering - UCF
MS, Industrial Engineering - UCF

Licenses/Certifications

- Designated Design-Build Professional (DBIA)
- OSHA-10 Hour
- Professional Engineer - Florida

ERIK ANDERSON, P.E., DBIA PROJECT DIRECTOR

DEMONSTRATED PAST PERFORMANCE

Hillsborough County, FL, Northwest Regional WRF Expansion | \$188.4 M (Westchase, FL) | [Design-Build](#)

Wharton-Smith provided Design-Build services on this expansion project of the Northwest Regional Water Reclamation Facility (NWRWRF) in an equal Joint-Venture (JV) Design-Build partnership with Garney Companies. The improvements included all the requisite facilities necessary to increase permitted capacity from 10 to 30 MGD on an AADF basic, accommodating increased wastewater flows and ensuring Class I reliability and compliance with state permit requirements: new headworks (screening and grit removal), incline flow equalization, and influent flow distribution box; retrofit of existing biological nutrient removal (BNR) basins to enhance nitrogen removal and additional five-stage BNR treatment trains

City of Mount Dora, FL, WWTF #2 Odor Control Replacement | \$495,755 (Mount Dora, FL) | [CMAR](#)

Wharton-Smith provided Construction Management at Risk services on the Mount Dora WWTF #2 odor Control Replacement project for the City of Mount Dora, FL. The project team replaced the existing odor control system and some associated piping. RAS piping was added to provide the ability to waste back to the BNR.

Toho Water Authority, Sand Hill Road WRF Upgrades | \$51.0 M (Kissimmee, FL) | [CMAR](#)

Wharton-Smith provided Construction Management at Risk services for upgrades and expansion of the Sand Hill Road WRF for Toho Water Authority due to rapid growth in the area. The scope of work included headworks rehabilitation, new treatment train with A2O2 process, rehabilitation of existing treatment train, modifications to existing influent splitter, new 90-foot clarifier, new RAS/WAS pump station, expansion of the chlorine contact chamber, and new 3 MG reject storage tank.

City of Leesburg, FL, Turnpike WWTF Improvements | \$61.5 M (Leesburg, FL) | [CMAR](#)

Wharton-Smith provided Construction Management at Risk on the Leesburg Turnpike Wastewater Treatment Facility (WWTF) Improvements project for the City of Leesburg, FL. The project team modified three existing SBR basins by adding mechanical mixing/ aeration equipment/ piping, constructed a fourth, fifth, and sixth new SBR basin along with mixing/aeration equipment, and constructed a new decant water pump station to pump SBR decant water to two disk filters.

Tab 3: Qualifications and Experience of the Assigned Team

Erik - The Project Director You Need

Erik leverages his extensive CMAR experience and formal DBIA training to implement industry best practices and foster a collaborative environment from preconstruction through project delivery. He is committed to integrating constructability, value engineering, and risk management strategies early in the process, always with project commissioning and long-term performance in mind.



Proven expert with...



CRITICAL MOPO



PLANT STARTUP



**RISK REGISTER
MANAGEMENT**

Erik began his journey with Wharton-Smith over two decades ago and has grown alongside the company to become one of the most respected leaders in our Water/Wastewater Division. Rising through the ranks, Erik has set the standard for collaborative project delivery and preconstruction excellence, earning a reputation as a go-to resource for our most complex and high-profile projects. He is known for his ability to fast-track critical projects, guide teams through the intricacies of CMAR and Design-Build delivery, and ensure that every project meets the highest standards of quality and performance.



Hillsborough County NW Regional WRF Expansion— This plant's effluent line required upsizing to 42-inch pipe without adequate space in the existing pipe corridor or ability to bypass. Erik led the Wharton-Smith preconstruction team and recommended adding a second 30-inch pipe with a new route to eliminate the downtime, increase redundancy, and reduce construction time. In addition, the location of the new headworks required intercepting the existing force mains in a location in which they were undersized and would create hydraulic constrictions. To remediate this issue, the team identified a location 0.75 miles from the new headworks where the two force mains crossed and installed an inter tie to allow the flow to equalize the capacity of the two mains.



Tab 3: Qualifications and Experience of the Assigned Team



15

Years Corporate Experience

14

Years with Wharton-Smith

Roles & Responsibilities

As your Project Manager, Adam is dedicated to leading your project to a successful outcome. He will provide daily leadership and clear communication, ensuring every phase, from preconstruction through completion, meets your goals. Leveraging his experience, Adam will manage scheduling, constructability reviews, value engineering, and site logistics, while overseeing quality control, cost management, and project close-out to deliver a seamless experience for the City of Mount Dora.

Education

BS, Civil Engineering - UCF

Licenses/Certifications

- Registered Engineer in Training - Florida
- Confined Space
- Trenching & Excavation
- Scaffolding
- Fall Protection
- Stormwater Management Inspector (SWPPP)

ADAM BERGDAHL, EIT PROJECT MANAGER

DEMONSTRATED PAST PERFORMANCE

Orange County Board of County Commissioners, Hamlin WRF and Master Pump Station | \$114.8 M (Winter Garden, FL) | [General Contracting](#)

Wharton-Smith provided general contracting services at the Hamlin Water Reclamation Facility for the Orange County Board of Commissioners. This new 5.0 MGD facility includes all systems such as a preliminary treatment structure with screening, grit, and odor control; activated sludge treatment train with BNR process and diffused aeration; process air blower system and building; secondary clarifiers and clarifier splitter box; plant pump stations; tertiary filters; chlorine contact tank; chemical feed and storage systems; sludge holding tanks, gravity belt thickener equipment, a 5 million gallon ground storage tank, and a variety of pumps (NRCY, Scum, RAS, WAS, VT Transfer, VT HSP). Also included in this project is 3,600 linear feet of 36" diameter off-site force main and an off-site, \$8 million master pump station complete with a CIP wet well, electrical building, and odor control system.

City of Mount Dora, FL, WWTF #2 Odor Control Replacement | \$495,755 (Mount Dora, FL) | [CMAR](#)

Wharton-Smith provided Construction Management at Risk services on the Mount Dora WWTF #2 odor Control Replacement project for the City of Mount Dora, FL. The project team replaced the existing odor control system and some associated piping. RAS piping was added to provide the ability to waste back to the BNR.

Toho Water Authority, Sand Hill Road WRF Upgrades | \$51.0 M (Kissimmee, FL) | [CMAR](#)

Wharton-Smith provided Construction Management at Risk services for upgrades and expansion of the Sand Hill Road WRF for Toho Water Authority due to rapid growth in the area. The scope of work included headworks rehabilitation, new treatment train with A2O2 process, rehabilitation of existing treatment train, modifications to existing influent splitter, new 90-foot clarifier, new RAS/WAS pump station, expansion of the chlorine contact chamber, and new 3 MG reject storage tank.

City of DeLand, FL, Wiley M. Nash WRF Expansion | \$79.2 M (DeLand, FL) | [CMAR](#)

Wharton-Smith is providing Construction Management at Risk (CMAR) services for upgrades and expansion of the existing Wiley M. Nash WRF for the City of DeLand. The scope consists of a 2 MGD capacity expansion as well as an upgrade to advanced wastewater treatment including a new dual train, 4-stage BNR process, oxidation ditch, new master lift station, new degrit and splitter structure, two new clarifiers, new UV disinfection system at the chlorine contact chamber, and all associated yard piping and electrical gear upgrades needed to administer the new equipment.



Tab 3: Qualifications and Experience of the Assigned Team

Adam - A Project Manager Who Cares

Adam is committed to integrating constructability reviews, value engineering, and risk management strategies early in the project lifecycle.



Proven expert with...



TEAM LEADERSHIP



COST CONTROL



CRITICAL PATH MANAGEMENT

Adam Bergdahl has spent 14 years building his career at Wharton-Smith, evolving into a driving force within the Water/Wastewater Division. Rising through the project management and preconstruction ranks, he has earned a reputation as a trusted partner on some of Central Florida's most challenging and high-profile water and wastewater projects. His collaborative project delivery approach consistently sets the standard for successful CMAR and Design-Build outcomes.



Hamlin WRF and Master Pump Station— The project was executed during times of COVID-19 and record inflation. Through all adversity, the project was still completed on time and under budget. The COVID-19 pandemic had the potential to heavily slow the project, however, our A-team, consisting of project manager Adam Bergdahl, overcame those potential impacts. Supply chain issues would have caused serious delay if we hadn't so aggressively released all of our materials early in the project. These unprecedented challenges had zero effects on the Owner. Lastly, there were zero change orders initiated by WS. We meticulously identified issues and offered solutions without requesting additional money. This served as another example of how we treat all of our clients, including Mount Dora.



Tab 3: Qualifications and Experience of the Assigned Team



26

Years Corporate Experience

19

Years with Wharton-Smith

Roles & Responsibilities

As Sr. Superintendent, Shawn is responsible for maintaining a well-trained and qualified work force and for maximizing allocation of manpower, tools, and equipment. Shawn assists with monitoring safety inspections, daily reports, two-week look ahead schedules, delivery coordination, production planning, weekly subcontractor coordination meetings, storage and installation requirements, quality control, labor and equipment resources, project final quality, start-up testing, as well as final close-out.

Licenses/Certifications

- Qualified Signal Person
- Competent Person - Crystalline Silica
- Scaffolding & Fall Protection
- Trenching & Excavation
- OSHA 30-Hour
- SWPPP

SHAWN CALABRESE

SR. SUPERINTENDENT

DEMONSTRATED PAST PERFORMANCE

Toho Water Authority, Cypress West WRF Expansion | \$23.4 M (Kissimmee, FL) | [CMAR](#)

Wharton-Smith provided Construction Management at Risk services for the Cypress West WRF Expansion project for Toho Water Authority. Wharton-Smith constructed two 7.5 MG ground storage tanks (GST), converted a 1.5 MG GST, a concrete chlorine contact chamber, a reclaimed pump station, a new electrical building, and new generators with related piping, electrical, and I&C work. The GST sizes were 170' inside diameter with 44' SWD.

Toho Water Authority, Sand Hill Road WRF Upgrades | \$51.0 M (Kissimmee, FL) | [CMAR](#)

Wharton-Smith provided Construction Management at Risk services for upgrades and expansion of the Sand Hill Road WRF for Toho Water Authority due to rapid growth in the area. The scope of work included headworks rehabilitation, new treatment train with A2O2 process, rehabilitation of existing treatment train, modifications to existing influent splitter, new 90-foot clarifier, new RAS/WAS pump station, expansion of the chlorine contact chamber, and new 3 MG reject storage tank.

City of Leesburg, FL, Turnpike WWTF Improvements | \$61.5 M (Leesburg, FL) | [CMAR](#)

Wharton-Smith provided Construction Management at Risk on the Leesburg Turnpike Wastewater Treatment Facility (WWTF) Improvements project for the City of Leesburg, FL. The project team modified three existing SBR basins by adding mechanical mixing/ aeration equipment/ piping, constructed a fourth, fifth, and sixth new SBR basin along with mixing/aeration equipment, and constructed a new decant water pump station to pump SBR decant water to two disk filters.

Seminole County, FL, SER Major WTP Upgrades | \$23.1 M (Winter Park, FL) | [CMAR](#)

Wharton-Smith provided Construction Management at Risk services at the Southeast Regional Water Treatment Plant for Seminole County, FL. This project included the modification to the existing operations buildings, a new electrical building, storage building, liquid oxygen storage and feed system, ozone generation building, side stream injection system, ozone dissipation chamber, transfer pump station, granulated activated carbon filter system, sodium hypochlorite facility, sodium hydroxide facility, ground storage tank modifications, high service pump replacement, process piping, emergency generator system, site electrical, instrumentation and controls upgrades, fire detection, demolition, and sitework.

Tab 3: Qualifications and Experience of the Assigned Team

Shawn - The Right Superintendent

Shawn is committed to field excellence, overseeing all aspects of construction from daily supervision and quality control to start-up, commissioning, and close-out. He is recognized for his proactive approach to constructability and value engineering, ensuring projects are delivered safely, efficiently, and to the highest standards of quality and performance.



Proven expert with...



WORKFORCE MANAGEMENT



QUALITY CONTROL



SAFETY COMPLIANCE

Shawn Calabrese is a highly respected Senior Superintendent with 19 years of experience at Wharton-Smith, specializing in water and wastewater projects across Central Florida. Starting his career as a field engineer, Shawn quickly advanced through the ranks due to his strong leadership and deep understanding of CMAR best practices. He is known for cultivating excellent relationships with clients, plant operators, and local subcontractors, and for his ability to lead teams on complex, collaborative delivery projects over \$100+ M.



Cypress West WRF Expansion— One of the deeper excavations on the job was required for a roughly 60-foot long by 50-foot wide chlorine tank. Because of water issues, a well point dewatering system had to be installed to a depth of five foot below (16-foot below grade) the bottom of the chlorine contact chamber. Once the dewatering system was installed and operational, this area was open cut without the aid of sheeting/shoring/trench boxes, and had to be benched (sloped and levelled off, sloped and levelled off, sloped and levelled off) down to the bottom of the excavation. This effort was lead by Shawn Calabrese, and was completed with no delays, or impacts to the rest of the project. This entire system of dewatering and excavation had to be maintained for a period of two months to provide a safe working area.



Tab 3: Qualifications and Experience of the Assigned Team



DANIEL DODD SUPERINTENDENT

DEMONSTRATED PAST PERFORMANCE

Orange County Board of County Commissioners, Hamlin WRF and Master Pump Station | \$114.8 M (Winter Garden, FL) | **General Contracting**

Wharton-Smith provided general contracting services at the Hamlin Water Reclamation Facility for the Orange County Board of Commissioners. This new 5.0 MGD facility includes all systems such as a preliminary treatment structure with screening, grit, and odor control; activated sludge treatment train with BNR process and diffused aeration; process air blower system and building; secondary clarifiers and clarifier splitter box; plant pump stations; tertiary filters; chlorine contact tank; chemical feed and storage systems; sludge holding tanks, gravity belt thickener equipment, a 5 million gallon ground storage tank, and a variety of pumps (NRCY, Scum, RAS, WAS, VT Transfer, VT HSP).

Polk County, FL, Central Regional WPF | \$22.1 M (Bartow, FL) | **CMAR**

Wharton-Smith provided Construction Management at Risk services for the Central Regional Water Production Facility (WPF) for Polk County where we were responsible for working with the Engineer of Record and the Owner in review the project's design providing constructability input at 30%, 60%, 90% completion, drafting the bid packages, and assembling the GMP. Once the project was bid out, subcontracts and purchase orders were sent out, submittals obtained/vetted, material released, plant I/O coordinated, weekly planning meetings conducted, etc.

City of Eustis, FL, Bates Ave WWTP Expansion | \$10.4 M (Eustis, FL) | **CMAR**

Wharton-Smith served as Construction Manager at Risk for the expansion of the existing WWTF from 1.75 MGD to 3.0 MGD for the City of Eustis. Work included a new BNR with diffusers anoxic mixers and IR pumps, a 60' diameter secondary clarifier, additional RAS and effluent pump, overhaul of existing 4 disk filters, and a retention pond.

Toho Water Authority, South Bermuda WRF 16 MGD Expansion | \$39.7 M (Kissimmee, FL) | **CMAR**

Wharton-Smith served as the Construction Manager at Risk for the expansion of the existing Toho Water Authority Plant, South Bermuda from 16 MGD to 18 MGD located in Kissimmee. Work included constructing a new 95' diameter secondary clarifier with scum removal pump station, installing three new RAS pumps, two dual core centrifugal blowers, relocating an existing blower with modified process air piping, converting a 20" stainless steel air line to above grade, rehabbing four cloth media filters, and installing two new Mega Disk filters with instrumentation and control panels.

10

Years Corporate Experience

10

Years with Wharton-Smith

Roles & Responsibilities

As Superintendent, Daniel is responsible for supervision of all field activities, including the coordination of all subcontractors and field construction activities and supervisory review of all on-site construction. He oversees field construction operations, job site safety, and quality control. Daniel will ensure that all work is in compliance with the contract documents and will serve as the primary contact with local building officials.

Education

BS, Civil Engineering - University of North Florida

Licenses/Certifications

- Confined Space
- Trenching and Excavation
- Scaffolding
- Fall Protection
- Respirable Crystalline Silica
- Stormwater Management Inspector (SWPPP)

Tab 3: Qualifications and Experience of the Assigned Team



32

Years Corporate Experience

4

Years with Wharton-Smith

Roles & Responsibilities

As your Preconstruction Services Manager, Dwayne will serve as your dedicated partner throughout the preconstruction phase. He will work closely with the City of Mount Dora to coordinate all preconstruction activities, ensuring your priorities are addressed every step of the way. As a prior wastewater design engineer, Dwayne is seasoned in actively participating in constructability reviews, value engineering, subcontractor bid preparation, scheduling, and cost analysis—all with a focus on delivering the best possible outcomes for your project.

Education

BS, Environmental Engineering - UCF

Licenses/Certifications

- Professional Engineer - Florida
- Designated Design-Build Professional

DWAYNE KREIDLER, PE, DBIA PRECONSTRUCTION MANAGER

DEMONSTRATED PAST PERFORMANCE

Bay Laurel CCDD, Bay Laurel North WRF | \$119.4 M (Ocala, FL) | [CMAR](#)

Wharton-Smith served as the Construction Manager at Risk (CMAR) for the greenfield construction of the North WRF for the Bay Laurel Center CDD. The north system includes a new 2.5 MGD 5-stage Bardenpho, approximately 22,000 LF of force main, new master pump station to divert from existing WWTP, new public access reuse system including 6.25-MG of reclaimed water storage, reconditioning of existing lift stations, effluent pump system, two Rapid Infiltration Basins (RIBS), and a new state-of-the-art Operations Building.

Polk Regional Water Cooperative, Southeast RO WPF & Wellfield | \$214.4 M (Lake Wales, FL) | [CMAR](#)

Wharton-Smith, as part of a joint venture called Florida Water Partners, is providing Construction Manager at Risk (CMAR) services for the greenfield construction of a 7.5 MGD reverse osmosis Southeast Water Production Facility for the Polk Regional Water Cooperative (PRWC). The project includes outfitting 5 off-site Lower Floridan Aquifer wells with pumps, piping, electrical, and controls, plus installing about 10 miles of raw water transmission pipeline. A new sand strainer and chemical injection system will treat incoming raw water, with waste dewatered in on-site sand drying beds. A 12,000 SF pre-engineered RO building will house RO skids, booster pumps, filters, electrical systems, and an operations area with offices, control room, and support spaces. Downstream, a degasifier and adjacent chemical systems will stabilize finished water.

City of Leesburg, FL, Turnpike WWTF Improvements | \$61.5 M (Leesburg, FL) | [CMAR](#)

Wharton-Smith provided Construction Management at Risk on the Leesburg Turnpike Wastewater Treatment Facility (WWTF) Improvements project for the City of Leesburg, FL. The project team modified three existing SBR basins by adding mechanical mixing/ aeration equipment/ piping, constructed a fourth, fifth, and sixth new SBR basin along with mixing/aeration equipment, and constructed a new decant water pump station to pump SBR decant water to two disk filters.

City of DeLand, FL, Wiley M. Nash WRF Expansion | \$79.2 M (DeLand, FL) | [CMAR](#)

Wharton-Smith is providing Construction Management at Risk (CMAR) services for upgrades and expansion of the existing Wiley M. Nash WRF for the City of DeLand. The scope consists of a 2 MGD capacity expansion as well as an upgrade to advanced wastewater treatment including a new dual train, 4-stage BNR process, oxidation ditch, new master lift station, new degrit and splitter structure, two new clarifiers, new UV disinfection system at the chlorine contact chamber, and all associated yard piping and electrical gear upgrades needed to administer the new equipment.



Tab 3: Qualifications and Experience of the Assigned Team



20

Years Corporate Experience

20

Years with Wharton-Smith

Roles & Responsibilities

As Estimating Manager, Matt will assist with the preparation and issuance of bid packages to perspective subcontractors and vendors, track and analyze data to reduce gaps between the estimates and actual costs, and obtain and track subcontractor bids to negotiate prices to lead to a best-value GMP. In addition, he will leverage his nearly 30 years of Florida wastewater experience to contribute to constructability reviews and value engineering efforts throughout preconstruction.

Education

BS, Engineering - UCF

Licenses/Certifications

- Registered Engineer in Training - Florida
- Stormwater Management Inspector (SWPPP)

MATT PETERSON, EIT ESTIMATING MANAGER

DEMONSTRATED PAST PERFORMANCE

Toho Water Authority, Sand Hill Road WRF Upgrades | \$51.0 M (Kissimmee, FL) | [CMAR](#)

Wharton-Smith provided Construction Management at Risk services for upgrades and expansion of the Sand Hill Road WRF for Toho Water Authority due to rapid growth in the area. The scope of work included headworks rehabilitation, new treatment train with A2O2 process, rehabilitation of existing treatment train, modifications to existing influent splitter, new 90-foot clarifier, new RAS/WAS pump station, expansion of the chlorine contact chamber, and new 3 MG reject storage tank.

Seminole County, FL, SER Major WTP Upgrades | \$23.1 M (Winter Park, FL) | [CMAR](#)

Wharton-Smith provided Construction Management at Risk services at the Southeast Regional Water Treatment Plant for Seminole County, FL. This project included the modification to the existing operations buildings, a new electrical building, storage building, liquid oxygen storage and feed system, ozone generation building, side stream injection system, ozone dissipation chamber, transfer pump station, granulated activated carbon filter system, sodium hypochlorite facility, sodium hydroxide facility, ground storage tank modifications, high service pump replacement, process piping, emergency generator system, site electrical, instrumentation and controls upgrades, fire detection, demolition, and sitework.

City of Mount Dora, FL, WWTF #2 Odor Control Replacement | \$495,755 (Mount Dora, FL) | [CMAR](#)

Wharton-Smith provided Construction Management at Risk services on the Mount Dora WWTF #2 odor Control Replacement project for the City of Mount Dora, FL. The project team replaced the existing odor control system and some associated piping. RAS piping was added to provide the ability to waste back to the BNR.

St. Johns County, FL, Player's Club Water Reclamation Facility | \$32.9 M (Ponte Vedra Beach, FL) | [Design-Bid-Build](#)

Wharton-Smith provided Design-Bid-Build services at the Player's Club Water Reclamation Facility (WRF) for St. John's County. The scope included the construction of a new 2.4 MGD WRF. Construction took place on an existing wastewater treatment facility site where operations could not be impacted while construction of the new plant was underway.

Tab 3: Qualifications and Experience of the Assigned Team



CILLIAN GOWAN PROJECT MANAGER

DEMONSTRATED PAST PERFORMANCE

City of Eustis, FL, Bates Ave WWTP Expansion | \$10.4 M (Eustis, FL) | **CMAR**

Wharton-Smith served as Construction Manager at Risk for the expansion of the existing WWTF from 1.75 MGD to 3.0 MGD for the City of Eustis. Work included a new BNR with diffusers anoxic mixers and IR pumps, a 60' diameter secondary clarifier, additional RAS and effluent pump, overhaul of existing 4 disk filters, and a retention pond.

Toho Water Authority, South Bermuda WRF 16 MGD Expansion | \$39.7 M (Kissimmee, FL) | **CMAR**

Wharton-Smith served as the Construction Manager at Risk for the expansion of the existing Toho Water Authority Plant, South Bermuda from 16 MGD to 18 MGD located in Kissimmee. Work included the construction and installation of a new 95' diameter Secondary Clarifier with Scum Removal Pump Station, Three new Return Activated Sludge (RAS) solids submersible handling pumps, two Dual Core Single Stage Centrifugal Blowers along with relocation of an existing Single Core Blower and modified overhead stainless process air pipework, conversion of an existing 20" Stainless Steel air line from below grade to above grade along with overhead pass and necessary pipe supports and expansion couplings, rehabbing four existing cloth media filters and the installation of two new Mega Disk Filters along with instrumentation and associated control panels. WSI scope also included modification and expansion of the existing Chlorine Contact Chamber to include a new mixing, sampling and influent chamber, installation of new inline Chlorine Mixers and actuated slide gates to the each of the four individual chlorine contact basin and stilling wells containing flow detection.

Orlando Utilities Commission, Lake Highland WWTP | \$110.0 M (Orlando, FL) | **CMAR**

Wharton-Smith served as the Construction Manager at Risk for the Orlando Utilities Commission. This project aims to improve water quality in Lake Highland service area by implementing GAC treatment upgrades. The implementation of the GAC system at LHWTP is expected to significantly improve water quality in the Lake Highland service area by reducing THM levels and maintaining adequate chlorine residuals. The project will enhance the overall treatment process, ensuring compliance with regulatory standards and reducing the need for increased flushing at service area boundaries.

3

Years Corporate Experience

3

Years with Wharton-Smith

Roles & Responsibilities

As Project Manager, Cillian's responsibilities include completing project cost analysis, submittal reviews, examining potential value engineering options, construction management, coordination between Owner, Engineer, and Subcontractors, scheduling, startup coordination, as well as daily tasks necessary for the successful completion of this project.

Education

MS, Engineering Science - Cork University

Licenses/Certifications

- Confined Space
- Scaffolding
- Fall Protection
- Stormwater Management Inspector (SWPPP)

Tab 3: Qualifications and Experience of the Assigned Team



35

Years Corporate Experience

27

Years with Wharton-Smith

Roles & Responsibilities

As the Quality Control Manager, Chris will be identifying, developing, training, and reinforcing Wharton-Smith best practices in the Production Planning System and Quality Management Program. Chris works with Operations company-wide, teaching and empowering project teams, as they leverage their collective talent, minimize rework through production planning, and provide the quality work required by the client.

Education

BS, Electrical Engineering - Ohio University

Licenses/Certifications

- Professional Engineer - Florida

CHRIS GAYNER, PE QUALITY CONTROL MANAGER

DEMONSTRATED PAST PERFORMANCE

Hillsborough County, FL, Northwest Regional WRF Expansion | \$188.4 M (Westchase, FL) | [Design-Build](#)

Wharton-Smith provided Design-Build services on this expansion project of the Northwest Regional Water Reclamation Facility (NWRWRF) in an equal Joint-Venture (JV) Design-Build partnership with Garney Companies. The improvements included all the requisite facilities necessary to increase permitted capacity from 10 to 30 MGD on an AADF basic, accommodating increased wastewater flows and ensuring Class I reliability and compliance with state permit requirements: new headworks (screening and grit removal), incline flow equalization, and influent flow distribution box; retrofit of existing biological nutrient removal (BNR) basins to enhance nitrogen removal and additional five-stage BNR treatment trains.

Orange County Board of County Commissioners, Hamlin WRF and Master Pump Station | \$114.8 M (Winter Garden, FL) | [General Contracting](#)

Wharton-Smith provided general contracting services at the Hamlin Water Reclamation Facility for the Orange County Board of Commissioners. This new 5.0 MGD facility includes all systems such as a preliminary treatment structure with screening, grit, and odor control; activated sludge treatment train with BNR process and diffused aeration; process air blower system and building; secondary clarifiers and clarifier splitter box; plant pump stations; tertiary filters; chlorine contact tank; chemical feed and storage systems; sludge holding tanks, gravity belt thickener equipment, a 5 million gallon ground storage tank, and a variety of pumps (NRCY, Scum, RAS, WAS, VT Transfer, VT HSP).

Bay Laurel CCDD, Bay Laurel North WRF | \$119.4 M (Ocala, FL) | [CMAR](#)

Wharton-Smith served as the Construction Manager at Risk (CMAR) for the greenfield construction of the North WRF for the Bay Laurel Center CDD. The north system includes a new 2.5 MGD 5-stage Bardenpho, approximately 22,000 LF of force main, new master pump station to divert from existing WWTP, new public access reuse system including 6.25-MG of reclaimed water storage, reconditioning of existing lift stations, effluent pump system, two Rapid Infiltration Basins (RIBS), and a new state-of-the-art Operations Building.

City of Mount Dora, FL, WWTF #2 Odor Control Replacement | \$495,755 (Mount Dora, FL) | [CMAR](#)

Wharton-Smith provided Construction Management at Risk services on the Mount Dora WWTF #2 odor Control Replacement project for the City of Mount Dora, FL. The project team replaced the existing odor control system and some associated piping. RAS piping was added to provide the ability to waste back to the BNR.



Tab 3: Qualifications and Experience of the Assigned Team



13

Years Corporate Experience

2

Years with Wharton-Smith

Roles & Responsibilities

As Safety Manager, Travis is responsible for overseeing all safety measures on the project. He will develop a site-specific safety program with Sr. Superintendent Shawn Calabrese, and Superintendent Daniel Dodd, conduct safety audits, visit the jobsite at least twice monthly, and will ensure OSHA and City of Mount Dora safety policies and procedures are implemented and being practiced

Education

BS, Occupational Safety & health - Columbia Southern University

Licenses/Certifications

- BSCP Construct Health and Safety Technician

TRAVIS CHAPUT, CHST SAFETY MANGER

DEMONSTRATED PAST PERFORMANCE

Bay Laurel CCDD, Bay Laurel North WRF | \$119.4 M (Ocala, FL) | [CMAR](#)

Wharton-Smith served as the Construction Manager at Risk (CMAR) for the greenfield construction of the North WRF for the Bay Laurel Center CDD. The north system includes a new 2.5 MGD 5-stage Bardenpho, approximately 22,000 LF of force main, new master pump station to divert from existing WWTP, new public access reuse system including 6.25-MGD of reclaimed water storage, reconditioning of existing lift stations, effluent pump system, two Rapid Infiltration Basins (RIBS), and a new state-of-the-art Operations Building.

Polk Regional Water Cooperative, Southeast RO WPF & Wellfield | \$214.4 M (Lake Wales, FL) | [CMAR](#)

Wharton-Smith, as part of a joint venture called Florida Water Partners, is providing Construction Manager at Risk (CMAR) services for the greenfield construction of a 7.5 MGD reverse osmosis Southeast Water Production Facility for the Polk Regional Water Cooperative (PRWC). The project includes outfitting 5 off-site Lower Floridan Aquifer wells with pumps, piping, electrical, and controls, plus installing about 10 miles of raw water transmission pipeline. A new sand strainer and chemical injection system will treat incoming raw water, with waste dewatered in on-site sand drying beds.

City of Winter Garden, Crest Avenue WWTF Expansion | \$80 M (Winter Garden, FL) | [CMAR](#)

Wharton-Smith is providing Construction Management at Risk (CMAR) services for upgrades and expansion of the existing to 7.5 MGD including rehabilitation and upgrades to the influent pump station, pre-treatment structure (headworks), flow equalization basins, odor control, flow splitter structure, MBR process trains, chlorine contact tank and effluent pumps, chemical feed facility, as well as improvements to the electrical, instrumentation and controls, site civil, yard piping, reject water management, and demolition of the existing filters.

Water Cooperative of Central Florida, Cypress Lake WTP & Wellfield | \$300.0 M (Kenansville, FL) | [CMAR](#)

Wharton-Smith is providing Construction Manager at Risk (CMAR) services for the Water Cooperative of Central Florida, comprised of Toho Water Authority, Orange County Utilities, and Polk County Utilities, in the development of a regional alternative water supply system. The project includes a 17 MGD Phase 1 reverse osmosis (RO) water treatment facility, raw water transmission infrastructure, and deep injection wells for concentrate disposal. The facility will ultimately deliver 34 MGD of potable water at build-out.

Tab 3: Qualifications and Experience of the Assigned Team



20

Years Corporate Experience

18

Years with Wharton-Smith

Roles & Responsibilities

As Principal-in-Charge, Drew will provide executive guidance and problem-solving advice to the project team. He has 20 years of experience working in the Florida water and wastewater industry and leverages this experience to provide solutions for Wharton-Smith's collaborative delivery projects. Drew will also ensure the project quality and performance meets and exceeds the expectations of the City of Mount Dora.

Education

BS, Civil Engineering - UCF

Licenses/Certifications

- Stormwater Management inspector (SWPPP)
- Designated Design-Build Professional

DREW GUMIENY, DBIA PRINCIPAL-IN-CHARGE

DEMONSTRATED PAST PERFORMANCE

Orange County Board of County Commissioners, Hamlin WRF and Master Pump Station | \$114.8 M (Winter Garden, FL) | [General Contracting](#)

Wharton-Smith provided general contracting services at the Hamlin Water Reclamation Facility for the Orange County Board of Commissioners. This new 5.0 MGD facility includes all systems such as a preliminary treatment structure with screening, grit, and odor control; activated sludge treatment train with BNR process and diffused aeration; process air blower system and building; secondary clarifiers and clarifier splitter box; plant pump stations; tertiary filters; chlorine contact tank; chemical feed and storage systems; sludge holding tanks, gravity belt thickener equipment, a 5 million gallon ground storage tank, and a variety of pumps (NRCY, Scum, RAS, WAS, VT Transfer, VT HSP). Also included in this project is 3,600 linear feet of 36" diameter off-site force main and an off-site, \$8 million master pump station complete with a CIP wet well, electrical building, and odor control system.

Clay County Utility Authority, Peter's Creek WRF Expansion | \$55.1 M (Green Cover Springs, FL) | [Design-Bid-Build](#)

Wharton-Smith is currently providing design-bid-build services for the construction of Clay County Utility Authority's new 1.5 MGD Peter's Creek Water Reclamation Facility. In addition to the construction of the water reclamation facility, the scope also includes pipelines, reclaimed water management system, and stormwater management system. Interim modifications are being performed on the existing 0.2 MGD single-stage nitrification treatment process into a 0.35 MGD 4-stage Bardenpho BNR treatment process. Reclaimed water will be pumped from the new Peter's Creek WRF to the Governor's Park Reclaimed Water Pump Station through about 7 miles of new pipelines.

City of Daytona Beach, FL, Westside Regional WRF Pump Station | \$47.9 M (Daytona Beach, FL) | [Design-Build](#)

Wharton-Smith provided Design-Build services for the Westside Regional Water Reclamation Facility Headworks and Influent Pump Station project delivering critical upgrades to improve system performance and reduce pressure across the City's infrastructure. The project featured a new influent pump station with five submersible pumps (handling up to 28.8 MGD), a new headworks with automated screening and grit removal systems, and high-level automation for efficiency. Water-retaining structures were supported by 181 deep auger cast piles due to poor soil conditions.

Tab 3: Qualifications and Experience of the Assigned Team



8

Years Corporate Experience

8

Years with Wharton-Smith

ALISON WEAVER, CRIS CONTRACTS MANAGER

As Contracts Manager, Allison will provide expert oversight and strategic guidance to the project team, ensuring all contractual obligations are met with precision and integrity. With over 8 years of experience in contract administration and management within the construction industry, Alison brings a wealth of knowledge to Wharton-Smith's collaborative delivery projects.

DEMONSTRATED PAST PERFORMANCE

City of Mount Dora, FL, WWTF #2 Odor Control Replacement | \$495,755 (Mount Dora, FL) | [CMAR](#)

Orange County Board of County Commissioners, Hamlin WRF and Master Pump Station | \$114.8 M (Winter Garden, FL) | [General Contracting](#)

Polk Regional Water Cooperative, Southeast RO WPF & Wellfield | \$214.4 M (Lake Wales, FL) | [CMAR](#)

Bay Laurel CCDD, Bay Laurel North WRF | \$119.4 M (Ocala, FL) | [CMAR](#)



24

Years Corporate Experience

24

Years with Wharton-Smith

DAWN CRARY SUBCONTRACTOR OUTREACH MANAGER

As Subcontractor Outreach Manager, Dawn will provide strategic leadership and proactive support to the project team, ensuring robust engagement with the subcontractor community throughout all phases of the project. With over 24 years of experience in subcontractor relations and procurement within the construction industry, Dawn leverages deep industry connections and expertise to identify, prequalify, and onboard high-performing trade partners for Wharton-Smith's collaborative delivery projects.

DEMONSTRATED PAST PERFORMANCE

City of Mount Dora, FL, WWTF #2 Odor Control Replacement | \$495,755 (Mount Dora, FL) | [CMAR](#)

Bay Laurel CCDD, Bay Laurel North WRF | \$119.4 M (Ocala, FL) | [CMAR](#)

St. Johns County, FL, Player's Club Water Reclamation Facility | \$32.9 M (Ponte Vedra Beach, FL) | [Design-Bid-Build](#)

Clay County Utility Authority, Peter's Creek WRF Expansion | \$55.1 M (Green Cover Springs, FL) | [Design-Bid-Build](#)

Tab 4:

Quality Control, Sanctions, and Adverse Litigation



Tab 4: Quality Control, Sanctions, and Adverse Litigation

Litigation

Include a descriptive statement not exceeding four (4) pages of the Contractor and firm's litigation history, including, but not limited to, construction defaults, construction defects, breach of contract, etc. If subcontractors are involved, this statement will include litigation of the same types involving the subcontractors. | Provide a summary of any and all litigation, claim(s), and/or contract dispute(s) filed by or against the Respondent in the past ten (10) years that are related to the services that Respondent provides in the regular course of business.

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

OWNER/CLIENTS:

UCF Stadium Corporation f/k/a Golden Knights Corporation, et al. vs. Dant Clayton Corporation, Wharton-Smith, Inc., et al. (Case No. 2017-CA-008259-O, The Circuit Court, Ninth Judicial Circuit, Orange County, Florida): In September 2017, UCF filed suit against Dant Clayton Corporation, Wharton-Smith and others over alleged breach of contract regarding the design-build contracts for the construction of their stadium. Wharton-Smith was then dismissed from the suit with a Tolling Agreement that they could be brought back in before April 1, 2019. In December 2018, Wharton-Smith was brought back into the lawsuit. **The suit was settled during mediation in January 2020.**

Wharton-Smith, Inc. vs. Clay Road 628 Development, L.P. and Montgomery County Mud No. 138. (Case No. 24-04-06018, District Court in the Four Hundred Fifty Seventh Judicial District Court, Montgomery County, Texas): In April 2024, Wharton-Smith filed suit against Clay Road 628 Development, L.P. and Montgomery County Mud No. 138 over nonpayment for work performed. In May 2025, Clay Road 628 Development, L.P. and Montgomery County Mud No. 138 asserted a counterclaim against Wharton-Smith alleging breach of contract. **This case was settled in mediation in June 2025 with Wharton-Smith receiving their outstanding retainage.**

SUBCONTRACTORS/SUBCONSULTANTS:

Wharton Smith Inc. vs Frankenmuth Mutual Insurance Company, and American Site Contracting, LLC (Case No. 2022-CA-000999, the Circuit Court of the Eighteenth Judicial Circuit, in and for Seminole County, Florida): In April 2022, Wharton-Smith filed suit against its subcontractor, American Site Contracting, and their surety, Frankenmuth. American Site abandoned its work and shut down the company's operations entirely in early 2021, and Wharton-Smith terminated American Site for default and filed a performance bond claim against American Site's surety, Frankenmuth in April of 2021. Despite repeated demands, Frankenmuth refused to fulfill its obligations under the bond. **This case was settled and dismissed in November 2023.**

Wharton Smith Inc. vs Frankenmuth Mutual Insurance Company, and Allstate PSP LLC DBA Allstate Paving & Site Development and Sandstone Site Service LLC (Case No. 2024-CA-000372, the Circuit Court of the Eighteenth Judicial Circuit, in and for Seminole County, Florida): In February 2024, Wharton-Smith filed suit against its subcontractor, Allstate PSP LLC dba Allstate Paving & Site Development and Sandstone Site Service LLC, and their surety, Frankenmuth. Wharton-Smith declared Allstate in default and filed a performance bond claim against Allstate's surety, Frankenmuth in July 2023. Despite repeated demands, Frankenmuth refused to fulfill its obligations under the bond. **This case was settled at mediation in August 2024.**



Tab 5: Project Approach

Tab 5: Project Approach



Value to Mount Dora
We drive innovation through constructability and proven solutions

Project Understanding

This section will include a statement of the Contractor's approach to the project described herein.

The City of Mount Dora is undertaking a critical investment to expand and modernize Wastewater Treatment Facility No. 2 to support sustained growth, meet Advanced Wastewater Treatment (AWT) nutrient limits, and improve long term system reliability - all while the facility remains fully operational.

Our review of the SRF Planning Document confirms that the City's needs extend well beyond adding process units. This project must:

- Support committed and anticipated growth within the service area
- Meet stringent nutrient limits associated with BMAP regulated basins
- **Preserve plant operations throughout construction**
- Improve resilience, electrical reliability, and operational flexibility
- Be delivered transparently and cost effectively under SRF funding requirements

This is an active plant expansion that must be constructed thoughtfully, phased intentionally, and transitioned carefully while maintaining focus on your priorities.

Innovation and Collaboration

The RFQ emphasizes innovation and collaboration, and Wharton-Smith delivers both by thoughtfully evaluating alternatives that simplify construction and reduce cost.

To support early value engineering discussions, we have developed two conceptual site layout approaches:

- A conventional AWT process and layout optimization, focused on improving constructability, access, sequencing, and long term operations. (See Page 43)
- A conceptual MBR layout, evaluated due to potential capital efficiency, but not advocated due to higher lifecycle costs identified in the SRF Planning Document. (See Page 44)

These concepts demonstrate our commitment to informed decision making and transparency, ensuring the City understands available options before designs are finalized. A recent AWT project where this approach delivered measurable results is showcased below at the Bay Laurel North WRF:

RELEVANT PROJECT CASE STUDY

ALTERNATE SITE PLAN COLLABORATION - NORTH WRF (BAY LAUREL CENTER CDD)



Background: Wharton-Smith served as CMAR for Bay Laurel Center Community Development District's new 3.75 MGD, \$120 million, 5-Stage AWT North WRF.

Challenge: Our teams recognized early that the project's original budget was in grave danger as it was created prior to the supply chain and inflation issues caused by the COVID-19 pandemic.

Collaborative Solution: Our team worked with the Engineer to offer Bay Laurel more than 100 value engineering ideas including an alternate site plan. **Ultimately, the alternate site plan was accepted and saved the client more than \$2 million.**



Tab 5: Project Approach

Collaboration

This section will include a statement of the Contractor's approach to the project described herein.

The City of Mount Dora has wisely selected CMAR delivery to give you the highest probability of success on this critical project. This delivery gives you an opportunity to experience collaborative benefits not always available with other project delivery models, such as innovation, cost savings, schedule acceleration, and an end product built with reliability and sustainability. Our CMAR team firmly believes and adheres to CMAR Best Practices, which will serve as a basis for our communication plan amongst each other, with the City and plant operations staff, and other stakeholders.

BEST PRACTICE

CMAR team members should be educated and trained in the CMAR process.

HOW WE ACHIEVE THIS: The Wharton-Smith team of experienced professionals has delivered 200+ wastewater treatment plant expansion projects under the Construction Manager at Risk delivery model.

BEST PRACTICE

The CMAR team should establish logistics and infrastructure to support integrated project delivery.

HOW WE ACHIEVE THIS: Upon Notice to Proceed, our team will identify the most logical location for a Collaboration Center for this project. This facility will serve as the command center for workshops, maintenance of plant operations (MOPO) and value engineering sessions, and progress meetings with the City and other stakeholders.

BEST PRACTICE

The CMAR team should establish processes to facilitate communication, collaboration, and issue/dispute resolution.

HOW WE ACHIEVE THIS: At the kickoff meeting, we conduct a structured partnering session establishing the project charter's missions and goals. This allows our construction and design teams, subcontractors and suppliers, and City staff and plant operators to be a truly integrated team. Clear organizational structure and hierarchy will be documented and plans for open lines of communication will be identified.

BEST PRACTICE

The CMAR team should focus on design management and commissioning processes—and how to execute those processes.

HOW WE ACHIEVE THIS: Our CMAR team will actively collaborate with the City's key stakeholders to develop the design with the end in mind. Our commissioning process, championed by Sr. Superintendent Shawn Calabrese, will be thorough, well-timed, and performed side-by-side with the final end users. Commissioning will be integrated up front and incorporated into the final design.

CMAR BEST PRACTICES

COMMUNICATION

Daily communication is critical with City staff including your plant operators. Our weekly progress and production planning meetings are open forums to promote the continual sharing of ideas.

TEAM-FOCUSED

Our team operates as a fully integrated unit, working toward shared goals. This approach ensures that any issues are addressed quickly, keeping the project moving forward smoothly.

TIMELY DECISIONS

As we go through design and preconstruction, our team will provide you with reliable and up-to-date data and cost information so we can make informed decisions together.



Tab 5: Project Approach

GMP Development

This section will include a statement of the Contractor's approach to the project described herein.

Wharton-Smith's CMAR bidding is a holistic five-step process that will be championed by **Preconstruction Manager Dwayne Kreidler**. This CMAR bidding process has been refined over the past 30 years and has been reviewed and approved by various Florida SRF and grant funding agencies. **This same process has been used on all of Wharton-Smith's recent CMAR and Design-Build projects performed for dozens of Florida entities.**

1. DETERMINE WORK PACKAGES

Our preconstruction team will work with the City and Halff and Association to determine the most optimal work packages to bid out.

2. QUALIFIED BIDDERS LIST

Being headquartered in Florida for 41 years, we have developed long-standing relationships with thousands of subcontractors. We will hold outreach events to encourage participation, clarify bids, and foster buy-in with subcontractors.

3. DEVELOP BID PACKAGES

During design meetings, we will review all documents to confirm bid packages are complete, accurate, and are void of any information gaps.

4. RECEIVE BIDS

We will receive bids from qualified subs at your office or ours, on a single day or multiple days depending on The City's preference.

5. REVIEW & RECOMMEND

Once bids have been received, we will thoroughly review for completeness and accuracy. The bids will be tabulated and provided to The City with recommendations for award.

GMP COMPONENT	HOW WE MAINTAIN TRANSPARENCY?
Subcontracts	Competitive sealed bids, reviewed with the City, mutually agreed award
Purchase Orders	Competitive sealed bids, reviewed with the City, mutually agreed award
General Conditions	Presented open-book with mutually agreed staffing and temporary facilities
Bond	Copy of bond invoice provided
Insurance	Complete backup provided for insurance costs (self-insured)
Allowances	Discussed & mutually agreed amount for items like building permits, geotechnical testing, etc.
Contingency	Discussed & mutually agreed amount for unforeseen costs. Risk register developed to determine contingency amount
Fee	Openly discussed & negotiated. Fee from previous CMAR projects to illustrate current market

OUR SELF-PERFORMANCE PROVIDES BEST VALUE GMP

In addition to collecting bids from subcontractors, **Wharton-Smith is capable of submitting our own competitive bids for self-performing site work, concrete, piping, mechanical and equipment installation.** For transparency, our bids will be provided before others are due.

*Our bid price has provided an **average savings of more than 20% on the work packages we bid.** This leads to our self-performance **reducing total project costs by 10% or more.***

PROJECT	COST	SELF-PERFORM
North FL Mega Industrial Park WWTP (Columbia County, FL) CMAR	\$33.0 M	60%
Bay Laurel North WRF (Ocala, FL) CMAR	\$119.4 M	40%
Water Treatment Plant Upgrades (Seminole County, FL) CMAR	\$53.1 M	66%
Shell Creek WTP (City of Punta Gorda, FL) CMAR	\$28.7 M	56%

YOU CAN TRUST WE WILL PROVIDE THE LOWEST PRICING. OUR RECENT BIDDING SUCCESS THROUGHOUT FLORIDA PROVES IT.

Tab 5: Project Approach

Schedule Control

This section will include a statement of the Contractor's approach to the project described herein.

Wharton-Smith's Production Planning System (PPS) has served as the backbone of our CMAR delivery for over a decade. The PPS system is utilized in the field during Production Planning Meetings with subcontractors and craft laborers. Each trade has representatives present for our beginning- and end-of-shift meetings in which conversation is facilitated to detail the work that is actually happening on the project site. This allows the subcontractors to coordinate and plan activities, and develop solutions and strategies to resolve potential conflicts or delivery delays on a short-term basis. At the end of these meetings, the information tracked on the boards is transferred to our formal P6 CPM schedule, and updates are provided to all stakeholders.

The PPS provides very detailed daily assignments and goals so each worker on site knows what their responsibility is for that day. This system drives the project schedule, quality control, and safety on construction tasks everyday, and our teams have seen tremendous results by utilizing the PPS which begins with subcontractor involvement.

WHAT IS THE PRODUCTION PLANNING SYSTEM? The process of planning all work six weeks in advance to ensure all prerequisite work is complete, and all necessary materials have been delivered to the site.

WHY IS THIS SYSTEM SO IMPORTANT? It ensures every crew on the jobsite effectively and efficiently completes their daily production goals without any incidents and defects. This system has been instrumental on projects with critical schedules.

WHEN IS IT DONE? Production Planning discussions occur during each day's beginning- and end-of-shift meetings. Additionally, a weekly meeting is held dedicated to updating the production goals and look-ahead schedules.

WHERE IS IT DONE? The PPS boards will be located in a dedicated Production Planning room in our on-site construction trailers.

WHO PARTICIPATES IN THESE MEETINGS?

Wharton-Smith project team members, subcontractors, and representatives from Mount Dora, including your project management staff and, most importantly, your plant operators.

HOW DOES THE SYSTEM WORK? Work days are organized into columns. Each row shows a different work crew (trade), including those of subcontractors. Each color adhesive represents a different project structure or component, and actual current and upcoming work activities are listed on the adhesive. Activities missing any prerequisite work or materials are turned at 45-degree angle.



Value to Mount Dora

Our planning system delivers schedule control on complex live facilities

VIEW OF OUR TRAILER



Production Planning meeting being led inside on-site trailer with project team, self-perform crews, and subcontractors facilitating open conversation about the work goals and tasks for that day.

Tab 5: Project Approach

Long Lead Equipment

This section will include a statement of the Contractor's approach to the project described herein.

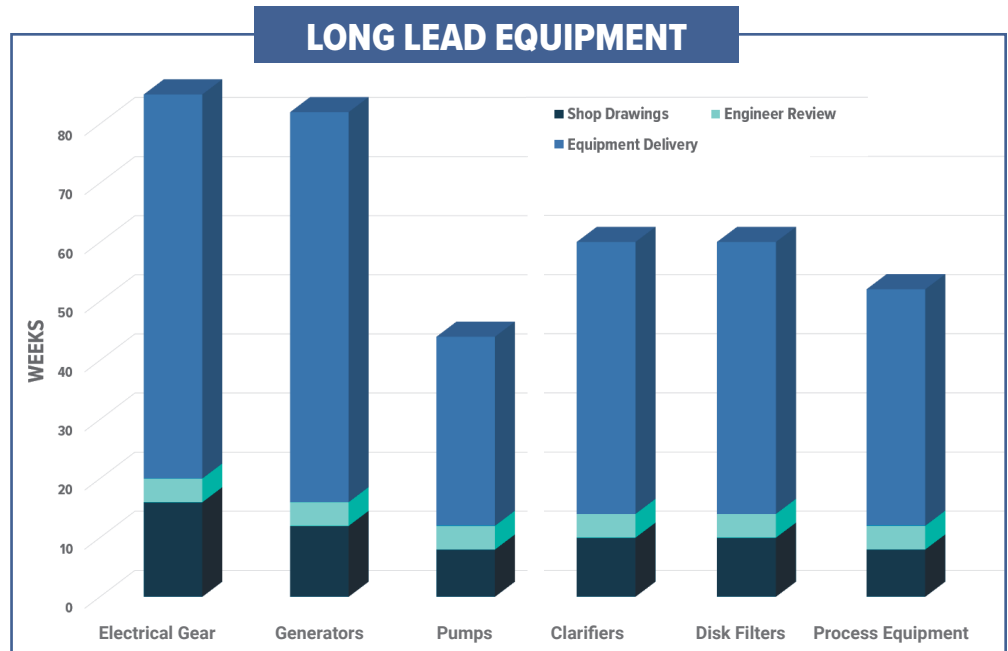
Early procurement of long lead equipment will greatly help to expedite this project. The manufacturers for wastewater process equipment are stretched thin in this booming economy and we are seeing delays. Once we reach the 100% design milestone, the schedule will be impacted if we face months of delivery delay for key unit process equipment.

Our approach is to collaborate with the project team to develop bid ready drawings and specifications for critical long lead equipment at the and early work packages 60% design milestone or earlier.

For most of this equipment, the information required for bidding is known very early in the project. Key data such as structural dimensions, head conditions, required flow capacities, and wastewater quality can be a primary area of focus during the early design phase. We will analyze long lead opportunities that make sense and will benefit the project schedule. A few of those potential opportunities include:

- » Electrical Gear
- » Generators
- » Pumps
- » Clarifiers
- » Disk Filters
- » Process Equipment

The full procurement cycle for much of this equipment can take 8-20 months or sometimes even more. Early procurement will expedite the schedule.



RELEVANT PROJECT CASE STUDY

LIFE-CYCLE COST ANALYSIS FOR GRIT REMOVAL SYSTEMS

Westside Regional WRF (Daytona Beach, FL)



OVERVIEW: Wharton-Smith was selected for the City of Daytona Beach's upgrades to the Westside Regional WRF Influent Pump Station and Headworks.

CHALLENGE: During design, the City needed to choose between several grit removal systems. They required a clear comparison to determine the best 20-year value.

SOLUTION: Wharton-Smith performed a full 20-year life cycle cost analysis, evaluating capital costs, electrical consumption, mechanical needs, and future grit-handling impacts. The team organized the data into a simple decision tool that enabled Daytona Beach to confidently select the option that delivered the best overall value, even though it wasn't their initial preference.



Tab 5: Project Approach

Cost Control



Value to Mount Dora

Reliable cost control enabling confident decisions and budget certainty

This section will include a statement of the Contractor's approach to the project described herein.

Our team will continually update the cost model for Mount Dora's new facility throughout preconstruction. Having accurate cost modeling allows you to make informed decisions about scope and budget, as well as avoids delays and expensive re-design costs.

Wharton-Smith continues to bid design-bid-build projects in the South and Central Florida market, which gives us a unique ability to provide you with real-time cost data from the earliest design milestones. Our **Estimating Manager, Matt Peterson**, has 20+ years of experience including dozens of similar water and wastewater treatment facilities. He will lead all estimating activities and provide our **Preconstruction Manager, Dwayne Kreidler**, with the cost estimates that will help to compile the GMP(s) for this project. To assist The City, each cost estimate will include an estimated payment disbursement schedule.



30% DESIGN COST ESTIMATE

Our recent experience with WWTF projects enables us to collaborate with Halff & Associates to confirm the drawings incorporate all necessary elements and scope. Our in-house, experienced staff will estimate all the mechanical, concrete, and site work based on the site layout determined by Halff & Associates. We will utilize our local industry partners to help with portions of the cost estimates.



60% DESIGN COST ESTIMATE

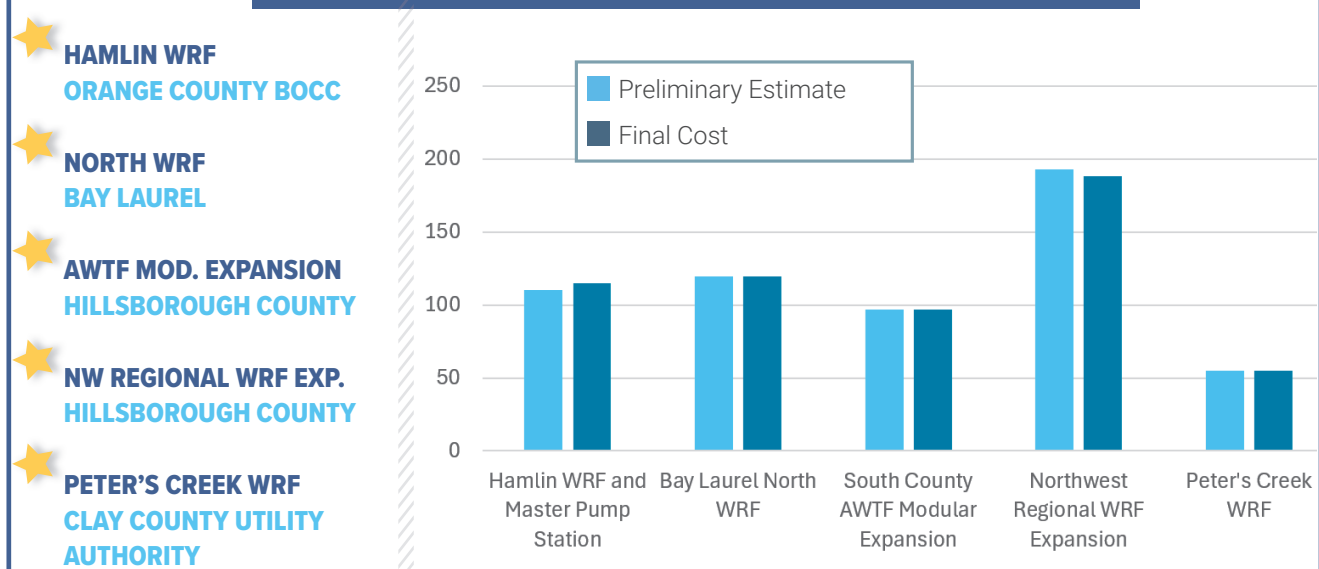
Our estimators, led by **Estimating Manager, Matt Peterson**, will perform detailed takeoffs on all trades. Adequate contingencies and allowances will be carried for design items still unknown or needing clarification. General conditions are adjusted based on the schedule. **A partial GMP for long lead equipment, such as gear and process equipment, and early work activities will be suggested to provide schedule gains.**



90% DESIGN COST ESTIMATE (GMP)

Wharton-Smith issues competitive bid packages to subcontractors and suppliers including detailed scopes of work, bid forms, and instructions to bidders. The bids are received, reviewed, and recommendations of award are made to The City. General conditions are finalized and all GMP bids and documents are provided for full transparency and final selection by The City of Mount Dora.

COST CERTAINTY OF RECENT FLORIDA WW PROJECTS



★ Signifies similar project in tab 2



Tab 5: Project Approach

Funding Experience

This section will include a statement of the Contractor's approach to the project described herein.

Our team is well-versed in the procedures required by the Florida Department of Environmental Protection (FDEP) for SRF loans and FDEP grants. We will serve as the City's guide throughout the funding process. From establishing the initial project funding through bidding and into construction, we will work with the City, to manage the project cost within budget. Our open book bidding policy is critical to the transparency required through the funding process.



WHARTON-SMITH PROJECTS FUNDED BY LOANS

PROJECT	FLORIDA OWNER	DELIVERY	COST
East Water Treatment Plant	City of Miramar, FL	Design-Build	\$33.6 M
Player's Club WRF	St. Johns County, FL	Hard Bid	\$32.9 M
Shell Creek WTP	City of Punta Gorda, FL	CMAR	\$29.2 M
Three Oaks WRF	City of Fort Myers, FL	CMAR	\$28.2 M
Southwest WRF	Citrus County, FL	Hard Bid	\$24.5 M
Wiley Nash WRF	City of DeLand, FL	CMAR	\$79 M
North WRF	Bay Laurel Center CDD	CMAR	\$120 M
Crest Ave WRF	City of Winter Garden, FL	CMAR	\$130 M
Westside WRF	City of Daytona Beach, FL	Design-Build	\$46 M
Conserv I	City of Orlando, FL	Design-Build	\$200 M

We understand how to operate within the guidelines of SRF provisions regarding the challenges of the American Iron and Steel (AIS) Act, Davis-Bacon Act, Build America Buy America, certified payroll, competitive bidding process, and the documentation requirements.

Owner Directed Purchases

Over the past 21 years, we have provided public owners in Florida with the sales tax benefits offered by these programs. Our experience with ODP programs has helped us to develop processes and procedures specifically designed to track sales tax savings throughout the project and enable us to maximize the savings to owners. Our experience guarantees no learning curve and minimizes time spent in managing ODP programs.

Once selected, **Preconstruction Manager Dwayne Kreidler** will meet with the City to review and agree to these procedures so you may benefit from these tax savings. Our history has shown that these savings can range from 0.5-2.5% of construction costs.

OWNER DIRECT PURCHASE STATS

Over the past 20 years, Wharton-Smith has managed

\$2B

in Owner Direct Purchases, providing our clients approximately

\$120M

in tax savings!

1

Our team provides scope, terms, and dates to the City



2

The City issues a purchase order to the vendor



3

The City deducts value of the order from the contract



4

Vendor sends invoices to the City



5

Our team reviews and approves the invoices



6

Our team maintains ODP log with all invoices for the City's review



Tab 5: Project Approach

UTILIZING A PROVEN RISK REGISTER TO MITIGATE RISK

The Risk Register has been a cornerstone of our risk management strategy in previous wastewater projects, and we have seen firsthand how a well-maintained register can dramatically reduce project risks and improve outcomes. For this wastewater treatment plant expansion, we propose to use the Risk Register as a central tool to track, assess, and mitigate risks throughout the project life cycle.

RISK IDENTIFICATION & ASSESSMENT— Early in the preconstruction phase, we will conduct a comprehensive risk workshop with the City, plant operators, and Halff to identify potential risks that may affect the plant's operations or the construction schedule. Our team will focus on risks that could impact system reliability, treatment processes, and/or regulatory compliance. We also consider risks such as adverse weather, unforeseen site conditions, and procurement delays.

RISK MITIGATION STRATEGIES— Once risks are identified, we will develop targeted mitigation strategies to address each risk. We'll also develop contingency plans and assign clear responsibilities for managing each identified risk. Wharton-Smith's history with AWT expansions shows that actively tracking and updating the Risk Register helps prevent small issues from escalating into larger, more costly problems.

PROGRESSIVE MONITORING— Throughout the project, we will update the Risk Register regularly to reflect new risks and the status of existing ones. This ongoing monitoring allows us to adapt quickly to changes and ensure that risks are mitigated before they affect the project schedule, cost, or plant operations. Given the complex and dynamic nature of wastewater treatment plants, this iterative process is key to ensuring long-term project success.

WWTF #2 Preliminary Risk Register

Risk Issue	Impact	Prob.	Risk Mitigation Strategy
Design Phase Delays	TBD	15%	Regularly meet in-person to discuss milestones and deliverables. Utilize action item lists to ensure accountability and minimize delays due to missing information. Wharton-Smith's dedicated Preconstruction Services Department will MANAGE your project through the entire design phase.
Permitting Delays	TBD	50%	Engage regulatory agencies and shareholders early in process and promote transparent communication. Obtain all permits prior to mobilization.
Procurement / Delivery Delays	TBD	80%	Prioritize procurement on key equipment and materials to expedite the project schedule. Hold workshop-style submittal reviews to expedite the release of critical materials.
Critical Path Delays	TBD	25%	Provide a detailed and accurate schedule that accounts for all phases. Meet regularly to discuss any potential impacts and provide mitigation measures (see proposed schedule on page 4).
Long Lead Equipment Delays	TBD	50%	Identify known long lead items and procure at 60% design.
SRF Compliance and Documentation Delays	TBD	25%	Utilize Wharton-Smith's SRF-compliant procurement procedures and ensure early coordination with FDEP. Review bid packages for AIS, Davis-Bacon, and Buy America compliance as necessary.
Nutrient Compliance During Transition	TBD	30%	Commission the biological processes incrementally and maintain operational flexibility for internal recycle flows and RAS/WAS. Integrate performance monitoring and operator-led tuning during startup.
Unforeseen MOPO Restrictions	TBD	50%	Involvement of plant operations staff during design and early construction phases to identify operational constraints and develop detailed Maintenance of Plant Operations plans for each area of work. See our preliminary MOPO and phasing plans in Tab 5
Material Escalation	TBD	75%	Expedite the start of construction, issuance of subcontracts and POs, and early procurement.
Process Tie-Ins	TBD	45%	Evaluate the use of divers in lieu of costly bypass and/or temporary piping systems to execute tie-ins in the wet in order to eliminate impacts to plant operations.
Craft Worker Shortage	TBD	0%	As the largest wastewater contractor in Florida, utilize Wharton-Smith's 230+ in-house craft workers as needed. Our resources are available and committed for the WWTF #2 Expansion project - there will be no craft worker shortages with WS.
Subcontractor Delays	TBD	25%	Self-Performing 50%+ of the work ensures the critical components (concrete, mechanical, process equipment installation, etc.) are built efficiently. Select qualified subcontractors with adequate resources and engage them in Wharton-Smith's production planning system on a weekly basis.
Unforeseen Utility Conflicts	TBD	55%	Review of as-built drawings and perform site investigations prior to construction to identify and locate existing conditions and conflicts. Plan for line-stops and temporary systems as necessary in order to maintain plant operations at all times with no disruptions.
Existing Structure Protection	TBD	45%	Protect all adjacent work during construction. Perform layout and use proper shoring systems as required for excavations around existing structures such as the existing process basins and chlorine contact basin.
Unforeseen Subsurface Conditions	TBD	60%	Perform adequate geotechnical investigation and generate a Geotechnical Baseline Report. Identify needs for ground water control/permitting and any soil stabilization ahead of GMP to avoid construction delays.
Integration Into Existing Network	TBD	50%	Perform investigations and hold planning workshops prior to start of integration with existing SCADA system.
Unforeseen O&M Issues ahead of Start-up	TBD	10%	Utilize Wharton-Smith's Production Planning System (see page 34) to work efficiently and use start-up checklists. Video tape and distribute training sessions to operators and City management.

Tab 5: Project Approach

Commissioning / MOPO

This section will include a statement of the Contractor's approach to the project described herein.

In order to execute a startup / commissioning process that does not impact existing facility operations, we must develop, refine, and ultimately, execute a plan that was derived with input from the entire project team.



Value to Mount Dora

MOPO-driven commissioning ensures smooth transitions without service impacts

MOPO Challenges for WWTP #2

1

Challenge: Headworks FM Influent Piping - Potholing and determining how to bring the influent raw force main to the Headworks.

Solution: Will examine if a wet tap would be needed, so commissioning the new Headworks will be seamless.

2

Challenge: Maintaining Sludge Treatment while performing conversions.

Solution: Evaluate the use of a temporary dewatering system while the upgrades are being performed

3

Challenge: CCC tie-in for new effluent to GST.

Solution: We will consider a wet tap to make this connection or run new piping to the GST.

4

Challenge: Integration of new process control into existing SCADA

Solution: Propose bringing it online one area at a time and consider using two programs, one for new process until operating smoothly, then bring in existing signals/ control. We have experience doing this on hundreds of plants.

5

Challenge: Integration of new electrical loads into existing plant loads.

Solution: Conduct detailed workshops to vet loading with the Electrical Contractor as well as coordination with the Utility Provider.

6

Challenge: Seeding of new process.

Solution: We will examine if there is enough WAS on site to seed, or if we would need to truck in more from another plant.

DEVELOP THE PLAN

Design With the End in Mind: Our input on the AWT Expansion design ensures clear plans for test water sourcing, effluent discharge, and performance validation. Sequenced basin outages will be coordinated to maintain continuous plant operation.

Listen to Your Operators: Early coordination with Mount Dora operators allows us to align switchovers, chemical startups, and process systems operations with minimal disruption.

Testing is Key: We will jointly develop testing protocols and allow sufficient time for functional, operational, and performance testing of all equipment, including electrical gear and process equipment.

START STRONG

Dedicated Commissioning Manager: A dedicated commissioning manager will oversee the startup process from start to finish.

On-site Resources: Wharton-Smith will provide craft labor to operate valves and perform all field activities required for startup and testing.

Integrator Participation: The control system integrator will be on-site full-time during testing and commissioning to coordinate I/O and SCADA/HMI integration and verify system performance prior to handover.

FINISH STRONGER

Training: Operators will actively participate during commissioning, supported by formal training for all personnel.

Close-out Documents: Record drawings, O&M manuals, and warranties will be provided prior to facility acceptance.

Proof of Performance: The project team will execute the agreed-upon performance testing protocol to confirm proper system operation.

Tab 5: Project Approach**MOPO Challenges: Current Layout**

We examined the proposed RFQ layout and here is our analysis of the MOPO challenges:

Challenge #1: Headworks Location -

Constructing Headworks close to tower and property edge/feeding existing and new process basins. This adds a lot of risk and cost due to the shoring needed.

Challenge #2: Footprint of New Ox ditch -

Due to Ox Ditches needing to have a larger footprint than other treatment process basins, it will affect construction of nearby process structures as they are all very close. This also affects material lay down for construction material.

Challenge #3: Bypass Pumping -

Sequencing the construction of the new clarifiers/splitter box will effect the current process. There are deep excavations pertaining to the mixed liquor lines, clarifier center columns, and the splitter box. This will require prolonged and costly bypass pumping to transfer flows to the new filter/CCC.

Challenge #4: Construction Sequencing-

The proposed RFQ layout as needing to be staged in five phases, which would lengthen the project schedule and add additional cost. Sequencing concerns are shared on the next page.



Tab 5: Project Approach**Sequencing Plan: Current Layout**

We have developed the following sequencing plan of key process structures based on the current layout provided in the RFQ. The 'sequencing' has been identified by colors, explained below.

SEQUENCING STEPS:

- 1 Red** – Construct headworks, odor control, new oxidation ditch, and electrical buildings.
- 2 Blue** – Construct and commission new filters/CCC. Bypass pump flow from existing clarifiers to new filters/CCC.
- 3 Green** – Utilize extended bypass pumping to send water from existing clarifiers to new filters/CCC (shown with green arrows). Demolish old filters/CCC, shown in green.
- 4 Yellow** – Construct two new clarifiers and splitter box. Commission new Ox process. Seed Ox ditch with new Headworks/RCW/RAS. Shift process flow from existing (orange) clarifiers to new yellow clarifiers.
- 5 Orange** – Run all flow through new process and take old Ox ditch out of service. Demo existing clarifiers and build new ones. Construct balance of upgrades. Red-seed to get back online.



Tab 5: Project Approach

Value Engineering (VE)



Value to Mount Dora

We are already examining your project for VE opportunities.

This section will include a statement of the Contractor's approach to the project described herein.

Wharton-Smith's approach to value engineering (VE) does not center around simply cutting project scope to reduce the cost, we manage value and solutions. The best value engineering approach begins with evaluation of your entire design, uncovering opportunities to maximize the value of your project. Each VE item is evaluated on a life-cycle basis. Our team takes advantage of the four main life-cycle criteria. Below is a breakdown:

Time Savings — Does the idea move a critical activity off the critical path or allow a critical path activity to be performed sooner? If an alternative product is available in half the lead time, this could expedite the project schedule and reduce cost without sacrificing quality. Additionally, making a specific structure shallower and wider could allow adjacent structures to be completed concurrently, or without the need for expensive dewatering and shoring.

Cost Savings — In some cases, there are many products that perform similar functions and can be used interchangeably. The cost to evaluate these options or perform a secondary design must also be considered to confirm viability. Long-term cost must also be considered. Does the alternative have to be replaced more often, or is there a slightly more expensive product that will last twice as long? We understand market conditions change so what may have been less expensive five years ago may be more expensive now.

Constructability — Often overlooked during VE evaluation, the method in which a component is constructed can have significant impact on project cost. Our dedicated preconstruction team consists of former WW designers and constructors who perform constructability reviews. We will analyze the details of how components and structures are constructed and make suggestions that will change the design.

Improved O&Ms — Long-term O&M must be considered with all alternatives. What are the long-term power expectations? How often does the item need to be serviced or replaced? How will each process be accessed, and is it safely accessible by operators? Do quick connect devices need to be used to reduce long-term labor costs and downtime? During preconstruction, our team will invite plant staff to be involved in constructability reviews. This creates buy-in and allows operators to have a facility that best suits Mount Dora.

VALUE ENGINEERING ITEMS FOR WWTP #2	TIME SAVINGS	COST SAVINGS	CONSTRUCT-ABILITY	IMPROVED O&Ms
PROCESS AND SITE OPTIMIZATION: Evaluate proposed 5-Stage Bardenpho process and site layout alternate which focuses on improving constructability, access, sequencing, and long-term operations (see page 43 for our conceptual layout).	✓	✓	✓	✓
PROCESS BASIN CONSTRUCTION: Optimizing constructability technology will reduce cost and time. Pre-stressed, post-tensioned, and cast-in-place will be evaluated for the City and Engineer review.	✓	✓	✓	
GRIT REMOVAL EQUIPMENT ANALYSIS: Consider alt. grit removal equipment technologies during design to optimize cost savings (see page 35 for a previous life cycle cost analysis that our team provided for the City of Daytona Beach).	✓	✓		✓
GRAVITY BYPASS SYSTEMS VS PUMPED: Evaluate opportunities to implement gravity bypass systems for permanent applications in lieu of pumped to save on both capital and operating costs.	✓	✓		✓
COMMON STRUCTURE/WALL CONSTRUCTION: Our preconstruction team will evaluate the use of common wall construction or combining structures for processes, such as the new chlorine contact basin, to reduce costs and improve schedule, along with impacting less footprint on site.	✓	✓	✓	
DISK FILTER TECHNOLOGY: Evaluate filter technologies of concrete chambers with internal filtration vs the use of metal housing disk filters within the structure. From our past experience metal housings are the most cost effective solution.		✓	✓	✓



Tab 5: Project Approach**Alternate Site Layout: Conventional**

If selected as your CMAR, we will bring valuable experience and insight to the project team. We have evaluated existing space constraints and developed two innovative process concepts for consideration. The first alternative site layout follows a conventional approach and offers the following benefits:

- 1** The BNR process can be constructed taller than an oxidation ditch, resulting in a reduced footprint.
- 2** The expansion can occur primarily on the west side of the plant within available land, minimizing impacts to ongoing treatment operations.
- 3** The project schedule can be compressed due to reduced sequencing requirements.
- 4** Costly bypass pumping for clarifier construction would not be required.
- 5** Three new clarifiers can be constructed and commissioned, while mechanisms in the two existing clarifiers can be replaced.
- 6** The existing CCC can remain in service, with a smaller new CCC constructed nearby and sharing a common wall, allowing for a total of four treatment trains.
- 7** The headworks would be located closer to the process area and farther from the property boundary and tower.



Tab 5: Project Approach

Alternate Site Layout: **MBR**

The second of two innovative alternate site layouts is a Membrane Bioreactor (MBR) approach. This advanced wastewater treatment system combines biological treatment, using microorganisms, with membrane filtration (microfiltration/ultrafiltration) to achieve solids separation.

- 1 This layout is well suited for facilities where available land is limited or real estate is at a premium.
- 2 Cost savings are realized because new secondary clarifiers and filters are no longer required.
- 3 The expansion can occur primarily on the west side of the plant within available land, minimizing impacts to the existing treatment process.
- 4 The project schedule can be compressed due to reduced sequencing requirements.
- 5 The existing CCC can remain in service, with a smaller new CCC constructed nearby and sharing a common wall, allowing for a total of four treatment trains.
- 6 Following commissioning, the existing process can be demolished, freeing space for future expansion or equalization.
- 7 The headworks would be located closer to the process area and farther from the property boundary and tower.



Tab 6: Additional Information / Required Forms

Tab 6: Additional Information

Key Relevancies

- 5 MGD Construction
- 5-Stage AWT
- Under Budget
- Same Staff

**FINISHED 2
MONTHS EARLY**



Hamlin WRF | 5 MGD Construction | 5-Stage AWT Winter Garden, FL

Owner

Orange County Board of County Commissioners
9150 Curry Ford Road
Orlando, FL 32825

Contact: Terra Reffitt, Chief Inspector
407-947-9802

Cost

\$114.8 M

Change Orders

\$4.2 M

(Owner requested change orders)

Dates

Start: 12-2019
Finish: 10-2022

Wharton-Smith provided general contracting services at the Hamlin Water Reclamation Facility for the Orange County Board of Commissioners.

This new 5.0 MGD facility includes all systems such as a preliminary treatment structure with screening, grit, and odor control; activated sludge treatment train with BNR process and diffused aeration; process air blower system and building; secondary clarifiers and clarifier splitter box; plant pump stations; tertiary filters; chlorine contact tank; chemical feed and storage systems; sludge holding tanks, gravity belt thickener equipment, a 5 million gallon ground storage tank, and a variety of pumps (NRCY, Scum, RAS, WAS, VT Transfer, VT HSP).

Also included in this project is 3,600 linear feet of 36" diameter off-site force main and an off-site, \$8 million master pump station complete with a CIP wet well, electrical building, and odor control system.

Adding Value: Immediately after being awarded the project, Wharton-Smith took a collaborative approach and performed thorough design and constructability reviews of the contract documents. Our intent was to eliminate issues before they arose during construction and to offer our client, Orange County Utilities, added value. Our team of engineers reviewed the drawings and found numerous inconsistencies.

Wharton-Smith put special focus on the electrical and instrumentation/controls. We hosted a series of workshops to redesign the electrical underground which resulted in modifications to every duct bank and I/O schedule on the project. This level of service was not contractually required on a Hard Bid project, but it was the only way to ensure that the project would be built correctly.

Tab 6: Additional Information

**\$5M VALUE
ENGINEERING**

Key Relevancies

- 2.5 MGD Construction
- 5-Stage AWT
- CMAR Delivery
- Central Florida Project

North WRF | 2.5 MGD Construction | 5-Stage AWT Ocala, FL

Owner

Bay Laurel Center Community
Development District
8470 SW 79th St.
Ocala, FL 34481

Contact: Bryan Schmalz, Utility
Director
352-427-1291

Cost

\$119.4 M

Change Orders

N/A

Dates

Start: 07-2022
Finish: 09-2024

Wharton-Smith served as the Construction Manager at Risk (CMAR) for the greenfield construction of the North WRF for the Bay Laurel Center CDD. The north system includes a new 2.5 MGD 5-stage Bardenpho, approximately 22,000 LF of force main, new master pump station to divert from existing WWTP, new public access reuse system including 6.25-MG of reclaimed water storage, reconditioning of existing lift stations, effluent pump system, two Rapid Infiltration Basins (RIBS), and a new state-of-the-art Operations Building.

The WRF will re-rate to a 3.34 MGD facility with the addition of one effluent disc filter in the future. For a full build out capacity of 5MGD, the facility will add a third Bardenpho, Second Equalization Basin, third Clarifier, and two additional Digesters. The current project scope includes headworks with mechanical screens and HeadCell® grit removal, 5-stage Bardenpho, two 75-foot secondary clarifiers, two disk filters, chlorine contact chamber, and reclaim water pump station.

Cost certainty early for a large project: This was the largest capital investment ever made by Bay Laurel. It was imperative the Owner had reliable cost information to finalize the bond amounts and terms. Starting at 30 percent design, Wharton-Smith leveraged our real-world price knowledge, having competitively bid more than \$1B in the past year, and provided cost data that the District could use to make informed decisions. Our cost accuracy was confirmed with the 60 percent design cost estimate and subsequent GMP's.

Tab 6: Additional Information



**\$30M VALUE
ENGINEERING**

Key Relevancies

- 3 MGD Construction
- 5-Stage AWT
- Collaborative Delivery
- Florida Project

South County AWWTF | 3.0 MGD Exp. | 5-Stage AWT

Ruskin, FL

Owner

Hillsborough County Water
Department
520 Teco Road
Ruskin, FL 33570

Contact: Bradley Warholak
813-209-3051

Cost

\$96.7 M

Change Orders

N/A

Dates

Start: 12-2022
Finish: 09-2025

Wharton-Smith provided Design-Build services on a multi-phase expansion to the existing South County 10 MGD wastewater treatment plant to increase capacity and enhance operational efficiency.

Phase 1 includes the addition of a 3.0 MG lined reject water holding pond and a new pump station, providing an additional 3.0 MG of reject water storage capacity.

Phase 2 increases the facility's re-rated capacity to 11 MGD AADF. Improvements include installation of six new pumps at the Intermediate Pump Station, two additional filter cells, a new chlorine contact basin, six pumps at the effluent pump station, sodium hypochlorite and sodium bisulfite chemical systems.

Collaborative Budget Management: Following the Notice of Award, the Owner disclosed a significant budget shortfall, prompting a collaborative and open-book approach to project delivery. Through a series of workshops and a Good, Better, Best analysis, the team provided detailed estimates based on local empirical data and vendor quotes, enabling the Owner to make informed decisions and build trust in the partnership. Despite the financial constraints, the project remained on schedule and is on track to be completed under budget.

Tab 6: Additional Information

**\$29M VALUE
ENGINEERING**

Key Relevancies

- 20 MGD Expansion
- 5-Stage AWT
- Collaborative Delivery
- Florida Project

NWR WRF | 20 MGD Expansion | 5-Stage AWT Westchase, FL

Owner

Hillsborough County
10511 Dale Stitik Drive
Westchase, FL 33626

Contact: Kelly Kiner
813-335-9541

Cost

\$188.4 M

Change Orders

(4.8 M)
(Contingency returned to owner)

Dates

Start: 04-2016
Finish: 09-2020

Wharton-Smith, in an equal Design-Build joint venture with Garney Companies, delivered the expansion of the Northwest Regional Water Reclamation Facility. The project increased the facility's permitted capacity from 10 to 30 MGD to accommodate future growth while maintaining Class I reliability and regulatory compliance.

Improvements included new headworks with screening and grit removal, flow equalization and influent distribution, expanded biological nutrient removal capacity, additional clarifiers and deep bed filters, odor control enhancements, new chemical storage and feed systems, expanded pumping and storage infrastructure, reclaimed water facilities, site power upgrades, and associated electrical, instrumentation, yard piping, and site work.

Delivering value and schedule certainty: Amid industry-wide cost and labor challenges, Wharton-Smith led a collaborative value engineering effort with the Owner and design partners that preserved performance and reliability while achieving more than \$17 million in accepted Value Engineering. To meet peak workforce demands of over 300 personnel, Wharton-Smith implemented a proactive labor strategy that leveraged regional craft resources, strategic local partnerships, and flexible delivery approaches. These measures ensured continued productivity, protected the project schedule, and enabled successful execution despite nationwide labor shortages.

Tab 6: Additional Information



**\$10M VALUE
ENGINEERING**

Key Relevancies

- 1.5 MGD Expansion
- 4-Stage AWT
- CMAR Delivery
- Florida Project

Peter's Creek | 1.5 MGD Exp. | 4-Stage AWT

Green Cover Springs, FL

Owner

Clay County Utility Authority
3616 Rosemary Hill Road
Green Cover Springs, FL

Contact: Jeremy Johnston
904-237-2133

Cost

\$55.1 M

Change Orders

N/A

Dates

Start: 04-2023

Finish: 09-2025

Wharton-Smith provided design-bid-build services for the construction of Clay County Utility Authority's new 1.5 MGD Peter's Creek Water Reclamation Facility. In addition to the construction of the water reclamation facility, the scope also included pipelines, reclaimed water management system, and stormwater management system.

Interim modifications are being performed on the existing 0.2 MGD single-stage nitrification treatment process into a 0.35 MGD 4-stage Bardenpho BNR treatment process. Reclaimed water will be pumped from the new Peter's Creek WRF to the Governor's Park Reclaimed Water Pump Station through about 7 miles of new pipelines.

Proactive Value Engineering: Through a comprehensive evaluation of the original design, the team developed and vetted a series of layout and system refinements that addressed stormwater management, building configuration, materials, and infrastructure sizing. Key strategies included consolidating basins, reducing pond and fence footprints, reconfiguring pump stations, adopting modular precast structures, and leveraging pre-purchased materials.

These coordinated improvements resulted in approximately \$10.1 million in total cost savings, all of which were accepted by CCUA and the design engineer. The refined site layout also improved constructability and reduced schedule risk, contributing to an estimated four-month schedule reduction during construction.

Tab 6: Additional Information



**CITY OF
MOUNT
DORA**

PUBLIC WORKS AND UTILITIES

City Hall
510 N. Baker St.
Mount Dora, FL 32757

Office of the City Manager
352-735-7126
Fax: 352-383-4801

Customer Service
352-735-7105
Fax: 352-735-2892

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

City Hall Annex
900 N. Donnelly St.
Mount Dora, FL 32757

Parks and Recreation
352-735-7183
Fax: 352-735-3681

Public Safety Complex
1300 N. Donnelly St.
Mount Dora, FL 32757

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881

Public Works Complex
1501 Robie Ave.
Mount Dora, FL 32757
352-735-7151
Fax: 352-735-1539

W. T. Bland Public Library
1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmountdora.com

Mr. Smith,

I am writing to recommend Jeffery Williams and Wharton Smith for additional construction services with future prospective clients. I have had the pleasure of working directly with Mr. Williams on a number of projects in the past and most recently at Fire Station #35 in MT. Dora, Florida. The scope of work for this project involves developing and constructing a new fire station in a very active section of our town. Wharton Smith's commitment to this project hasn't stopped at their general contracting scope of work as they become a trusted partner of the City of Mt. Dora.

Wharton Smith has illustrated their attention to detail, quality and safety on a number of occasions. Working safely requires a serious commitment by everyone within the organization. Wharton Smith and their subcontractors have met and exceeded our safety program.

Scheduling within the construction industry is typically an art form in itself and Wharton Smith has been able to effectively meet project schedule requirements. Jeffery and his team have been able to quickly adapt to schedule changes from other subcontractors in order to keep his schedule on time and aligned with the overall project schedule during one of the most challenging periods in modern construction. In addition, Wharton Smith has been exceptionally accommodating when dealing with unforeseen conditions and potential change orders.

Please consider Wharton Smith for your construction service needs. I recommend them and look forward to working with them again.

Chet D. Cramer

Digitally signed by Chet D. Cramer
DN: c=US,
E=chramerc@cityofmountdora.com,
O=City of Mount Dora,
OU=Construction Project
Manager, CN=Chet D. Cramer
Date: 2023.04.19 07:07:19-04'00'

Chet Cramer
Construction Project Manager
City of Mt. Dora, FL

Tab 6: Additional Information



May 25th, 2023

SUBJECT: REFERENCE LETTER

To Whom it May Concern,

Please accept this reference letter for Wharton-Smith Inc. for the outstanding construction work they have completed on the Turnpike Waste Water Plant Phase I Expansion Project.

The City of Leesburg, FL has and continues to experience significant growth. In order to facilitate that growth, we recognized the need to increase our wastewater treatment capacity. Wharton-Smith played a significant role in the construction, value engineering, procurement and commissioning of a 1.5 MGD expansion to our existing wastewater treatment plant.

Wharton-Smith was a critical strategic partner that not only helped us establish the criteria for the expansion but also helped us achieve our capacity requirements in the most economically feasible manner. Their support and ability to adapt to ever changing requirements helped the City of Leesburg ensure wastewater treatment is not a limiting factor to growth in our service area.

Please contact the undersigned with any questions pertaining to this letter.

Sincerely,

Clifford Kelsey
Public Works Director
Leesburg, Florida
Cliff.Kelsey@leesburgflorida.gov
(352) 435-9442 (o)
(352) 801-1752 (c)

City of Leesburg – 501 West Meadow St., PO Box 490630 - Leesburg, FL 34749
352-728-9786

Tab 6: Additional Information



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

I am writing to recommend the excellent work of Wharton-Smith, Inc. based on our recent experience with the Bates Ave Improvement project. This was a very successful project and one of the largest utility construction projects in the City of Eustis.

This project was completed ahead of schedule and within budget. Wharton-Smith, Inc. repeatedly demonstrated a superior quality of work and efficiency, through project management, documentation, and professionalism.

Wharton-Smith, Inc. management and onsite personnel work with extraordinary commitment as a team, addressing and anticipating construction issues immediately and proactively. They worked with our project team to meet our project budget in a creative and diligent manner.

Importantly, Wharton-Smith personnel were always willing to listen to our needs, working cooperatively to solve potential concerns well before they could otherwise become problems. We truly enjoy working with Wharton-Smith.

In closing, we want to thank you personally for your efforts, which we appreciate and which we recognize as having been an important ingredient in the success of this project.

Thank you,

Rick Gierok, P.E.
Director of Engineering & Capital Projects

• Telephone: (352) 483-5430

• Fax: (352) 357-1970

• E-Mail: eustiscm@ci.eustis.fl.us

• URL: <http://www.eustis.org>



Tab 6: Bonding Letter



500 Colonial Center Parkway, Suite 400
Lake Mary, FL 32746

Elio E. Sanchez, CPA, AFSB

Telephone 407-804-5931
Cellular: 407-325-5532
Internet elio.sanchez@cnasurety.com

January 26, 2026

City of Mount Dora
Attn: Whitney Donovan, Procurement Manager
510 N. Baker Street
Mount Dora, FL 32757

Re: Wharton-Smith, Inc., 750 Monroe Road, Sanford, FL 32771
RFQ #26-UT-004, Construction Manager At-Risk Services - Wastewater Treatment Facility #2 Expansion

Dear Ms. Donovan,

We are providing this information at the request of our principal.

We have been providing surety bonds for Wharton-Smith, Inc. since 1986. We have approved bonds for them covering jobs up to \$500,000,000 and potential work programs of \$3,000,000,000.

We understand that Wharton-Smith, Inc. has or is about to submit pre-qualification documents for RFQ #26-UT-004, Construction Manager At-Risk Services - Wastewater Treatment Facility #2 Expansion with an estimated project amount of \$110,000,000. If a contract is awarded to Wharton-Smith, Inc. and based on present circumstances, CNA Surety will be willing to provide payment and performance bonds on behalf of the applicant for 100% of the City-accepted GMP amount.

Wharton-Smith, Inc. has surety credit established with Continental Casualty Company, one of CNA's operating companies. An admitted surety in the State of Florida, Continental Casualty Company is an A.M. Best "A+" (Superior) rated company with a financial size category of XV (\$2 Billion or greater.) Continental Casualty Company is also included in the Treasury Department list of approved sureties.

Any arrangement for bonds required by the contract is a matter between Wharton-Smith, Inc. and the surety and we assume no liability to you or third parties, if for any reason we do not execute these bonds.

Sincerely,

Elio E. Sanchez

Tab 6: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2026

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 (CLW) 101 N Starcrest Dr Clearwater FL 33765		CONTACT NAME: Certificate Specialist PHONE (A/C, No, Ext): 727-447-6481 FAX (A/C, No): 727-449-1267 E-MAIL ADDRESS: MMA@bouchard.certificates@MarshMMA.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Amerisure Insurance Company	19488
		INSURER B: Amerisure Partners Insurance Company	11050
		INSURER C: Berkley Assurance Company	39462
		INSURER D: XL Specialty Insurance	37885
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 509149901 **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 CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☒ LOC OTHER:	Y	Y	GL20361082101	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	CA20361072105	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB DED ☒ RETENTION \$ 0	Y	Y	CU21171470501	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC20361092005	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTHER 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 Liab	Y		PCADB50274770425	4/1/2025	4/1/2026	\$15,000,000
C	Professional Liab			PCADB50274770425	4/1/2025	4/1/2026	\$15,000,000
D	Rented Equipment			UM00024961MA25A	4/1/2025	4/1/2026	\$2,500,000

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

Insurers Affording Coverage Continued:
 Insurer D - XL Specialty Insurance Company
 Policy # UM00024961MA25A - Rented Equipment Coverage - \$2,500,000
 Blanket Loss Payee applies for Rented and Leased Equipment.
 Rented and Leased Equipment deductible:
 \$10,000 standard deductible.
 2% subject to a \$10K minimum deductible applies to all rented cranes.
 See Attached...

CERTIFICATE HOLDER City of Mount Dora Mount Dora FL 32757	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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ACORD 25 (2016/03)

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Tab 6: Certificate of Insurance

AGENCY CUSTOMER ID: WHARTINC

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan (CLW)		NAMED INSURED Wharton-Smith, Inc. 750 Monroe Road Sanford FL 32771
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is additional insured as respects General Liability, Automobile Liability, Pollution Liability and Umbrella Liability policies only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policies.
Coverage is primary as respects to General Liability & Automobile Liability and non-contributory as subject to the terms, conditions and exclusions of your policy.

Waiver of subrogation applies in favor of certificate holder as respects General Liability, Automobile Liability, Workers Compensation and Umbrella only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.
It is agreed by endorsement to the General Liability, Automobile Liability and Workers Compensation policy that this policy shall not be cancelled by the insurance carrier without first giving thirty (30) days prior written notice except for nonpayment of premium or if the first named insured elects to non renew.
Umbrella Liability policy follow the forms/endorsements of the underlying General Liability, Automobile Liability and Workers Compensation policies.

PROJECT: RFQ #26-UT-004 Construction Manager at Risk (CMAR) Services for Wastewater Treatment Facility #2 Expansion
ADDITIONAL INSURED(S): City of Mount Dora and any other entity when required by written contract, subject to the terms, conditions, and exclusions as specified in the policies.

Tab 6: Certificate of Insurance

BUILDER'S RISK COVERAGE

NAMED INSURED: Wharton-Smith, Inc.
COMPANY: XL Specialty Insurance Company
NAIC #37885 AM Best Rating: A (Excellent), XV (\$2 Billion or greater)
POLICY TERM: 4/1/2025 - 4/1/2026
POLICY NUMBER: UM00024960MA25A

COVERED PROPERTY AND PREMISES DESCRIPTION

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

SUMMARY

COVERAGE	LIMIT OF INSURANCE
Covered Property at Premises Described Above – Consisting of Frame or Joisted Masonry Construction	\$2,500,000
Covered Property at Premises Described Above – Consisting of Non-Combustible, Masonry Non-Combustible, Semi Fire-Resistive and Fire-Resistive Construction (Including Water Treatment Plants Except on Islands)	\$100,000,000
Covered Property at Premises Described Above – On Islands (Water Treatment Plant Projects Only)	\$5,000,000
Soft Costs	\$1,000,000

DEDUCTIBLE OR WAITING PERIOD

COVERAGE	DEDUCTIBLE OR WAITING PERIOD
All Coverages Unless Otherwise Specified Below	\$5,000 projects \$50,000,000 and under. \$25,000 on projects over \$50,000,000.
Named Storm – On Islands	12.5%, Subject to \$500,000 minimum on projects up to \$8M. 10.0%, Subject to \$500,000 minimum on projects over \$8M.
Named Storm – Water Treatment Plant Projects Only	3%, Subject to \$25,000 Minimum.
Named Storm – Frame, Joisted Masonry or Non-Combustible Construction	5%, Subject to \$25,000 Minimum.
Named Storm – Masonry Non-Combustible, Semi Fire-Resistive or Fire-Resistive Construction	3%, Subject to \$25,000 Minimum.
Flood – Zones C or X (Unshaded)	\$25,000
Flood – Zone B or Shaded X	\$50,000



Tab 6: Certificate of Insurance

Flood – All Other Zones and Water Treatment Projects on Islands	\$500,000
Earth Movement and Volcanic Eruption “Pacific Northwest Seismic Area” “High Hazard Seismic Zones”	1% Subject to \$50,000 Minimum
Earth Movement and Volcanic Eruption “New Madrid Seismic Area”	1% Subject to \$50,000 Minimum
Earth Movement and Volcanic Eruption – All Other	\$25,000

SUBLIMITS

COVERAGE	LIMIT OF INSURANCE
Flood – Per Occurrence – Zone C or Unshaded X	\$75,000,000
Flood – Per Occurrence – Zones B & Shaded X	\$15,000,000
Flood – Per Occurrence – All Other Zones	\$1,000,000
Flood – Per Occurrence – Islands (Wastewater Treatment Plants Only)	\$500,000
Flood Annual Aggregate	\$75,000,000
Earth Movement and Volcanic Eruption – Pacific Northwest Seismic Area, High Hazard Seismic Zones	\$1,000,000
Earth Movement and Volcanic Eruption – New Madrid Seismic Area	\$10,000,000
Earth Movement and Volcanic Eruption – Per Occurrence	\$50,000,000
Earth Movement and Volcanic Eruption – Annual Aggregate	\$50,000,000
Windstorm or Hail – Premises Located on Islands	\$2,500,000

COVERAGE TERMS

- ◆ Maximum Limit of Insurance: \$100,000,000
- ◆ Valuation Clause: Replacement Cost
- ◆ Co-Insurance: 0%
- ◆ Additional Coverages – Testing: Electrical, Mechanical, Pneumatic and Hydrostatic
- ◆ Equipment Breakdown Endorsement
- ◆ Loss of Use Coverage Endorsement
- ◆ Permission to Occupy Endorsement
- ◆ Additional Coverage Limit for Valuable Papers - \$250,000
- ◆ **Policy excludes wind coverage for all Projects EXCEPT water treatment plants within 3 Miles of any bay, gulf (including a sound), ocean, intracoastal waterway (including the Indian River) in “High Hazard Wind Zones”**

Tab 6: Certificate of Insurance

ADDITIONAL COVERAGE	LIMIT OF INSURANCE
Contract Penalty	\$250,000
Debris Removal	\$500,000 / 25%
Extra and Expediting Expenses	\$50,000
Fire Department Service Charge	\$25,000
Fire Protection Systems	\$25,000
Increase in Construction Costs	\$200,000 / 10%
Landscaping and Signs	\$100,000
Limited Coverage for "Fungi", Wet Rot and Dry Rot	\$25,000
Loss Adjustment Expenses	\$5,000
Demolition Cost and Increased Cost of Construction	\$500,000
Pollutant Cleanup and Removal	\$25,000
Preservation of Property	Covered
Property in the Open	\$25,000
Property that Supports your Business	\$50,000
Reimbursement for Returning Stolen Property	\$10,000
Reward Coverage	\$5,000
Site Preparation	Covered
Sewer and Drain Backup	Covered
Sinkhole Collapse	Covered
Temporary Premises	\$1,000,000
Temporary Structures	\$25,000
Transit	\$1,000,000
Unintentional Errors and Omissions	\$25,000
Virus, Harmful Code or Similar Instruction	\$10,000
Voluntary Parting	\$25,000

ATTACHMENT #3

PROPOSER CHECKLIST

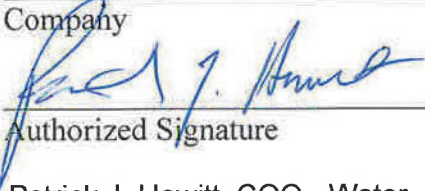
IMPORTANT: Please read carefully, sign in the spaces indicated, and return with your Response.

Proposer should check off each of the following items as the necessary action is completed:

- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The Response will be electronically delivered in time to be received no later than the specified due date January 12, 2026 and time of 2:00 pm. (Otherwise the Response WILL NOT be considered.)

Wharton-Smith, Inc.

Company


Authorized Signature

Patrick J. Hewitt, COO - Water

Printed Name & Title

phewitt@whartonsmith.com

Email

750 Monroe Road

Address

Sanford, FL 32771

City, State, Zip Code

407-321-8410

Telephone No.

407-321-4368

Fax No.

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ATTACHMENT #3

PROPOSER QUALIFICATION FORM

Have you, at any time, failed to complete a contract? ☐ Yes ☒ No

CONTRACT TOTALS:

List total contract amounts for work performed on all completed similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Totals must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ \$1,018,965,770 Total Contract Amounts for work done on all past related projects.

REFERENCES:

Bank(s) Maintaining Account(s): Regions Bank - John Bachman - 407-246-8917

Surety/Underwriter: (if required) CNA Surety - Elio Sanchez - 407-804-5931

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 41. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the Proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of Proposals without prejudice.

ATTACHMENT #3

Wharton-Smith, Inc.

Company



Authorized Signature

Patrick J. Hewitt, COO - Water

Printed Name & Title

phewitt@whartonsmith.com

Email

750 Monroe Road

Address

Sanford, FL 32771

City, State, Zip Code

407-321-8410

Telephone No.

407-321-4368

Fax No.

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ATTACHMENT #3

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

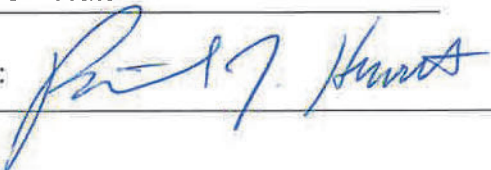
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Patrick J. Hewitt

Title: COO - Water

Signature: 

Date: 1/23/2026

ATTACHMENT #3

Wharton-Smith, Inc.

AFFIDAVIT OF COMPLIANCE WITH FLA. STAT. § 288.0071 ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN

Before me, a notary public, in and for the State of Florida – at large, personally appeared,
Patrick J. Hewitt

(Write Name Here)

1. My name is Patrick J. Hewitt

(Write Name Here)

2. I am the COO - Water of Wharton-Smith, Inc.

(Insert Job Title)

(Insert Company Name)

3. The Company was formed in United States, Florida and is a Corporation

(Country and State)

(List the Type of Entity (ex.: LLC, Inc., etc.))

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:

- a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where "controlled by" means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
- b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this 23 day of January, 2026.

BY:

Signature of Affiant

Patrick J. Hewitt

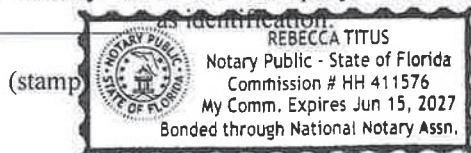
Printed Name

STATE OF FLORIDA

COUNTY OF Seminole

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 23 day of January 2026 by Patrick Hewitt, who personally swore that he/she is authorized to execute this Agreement and thereby bind the Company, and who ☒ is personally known to me or ☐ has produced

N/A



Rebecca Titus

NOTARY PUBLIC

SCRUTINIZED COMPANIES LISTS CERTIFICATION

Respondent/Company Name: Wharton-Smith, Inc.

ATTACHMENT #3

Name of Company: Wharton-Smith, Inc.

FEIN: 59-2392802

Authorized Representative's Name and Title Patrick J. Hewitt, COO - Water

Address: 750 Monroe Road, Sanford, FL 32771

Phone Number: 407-321-8410

Email Address: phewitt@whartonsmith.com

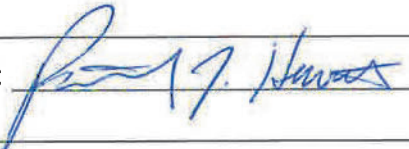
Section 287.135, Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services equal to or over one hundred thousand dollars (\$100,000.00) if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to s. [215.4725](#), or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services equal to or over one million dollars (\$1,000,000.00) if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), Florida Statutes or is engaged in any business operations with Cuba or Syria. .

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link: <https://www.sbafla.com/reporting/>.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or the Scrutinized Companies or Other Entities that Boycott Israel and is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent to civil penalties, attorneys' fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services of one hundred thousand dollars (\$100,000.00) or more, it has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Certified By: 

Authorized Signature (Name and Title):  COO

Print Name: Patrick J. Hewitt

Print Title: COO - Water

ATTACHMENT #3

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Fla. Stat. §787.06, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Wharton-Smith, Inc., a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in §787.06, Florida Statutes, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.


Authorized Signature

Patrick J. Hewitt

Printed Name

Wharton-Smith, Inc.

Company

COO - Water

Title

STATE OF FLORIDA

CITY OF Sanford

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 23 day of January 2026 2025, by Patrick Hewitt, who personally swore that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who ☒ is personally known to me or ☐ has produced N/A as identification.




NOTARY PUBLIC

ATTACHMENT #3

GRANT FUNDING COMPLIANCE STATEMENT AND CERTIFICATION

Project Name: CMAR Services -Wastewater Treatment Facility #2 Expansion

Project Number: RFQ #26-UT-004

Project Location: 2099 James P. Snell Drive, Mount Dora, Florida, 32757

CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state and/or federal grant funding requirements, to the extent applicable to the Project, and that any and all applicable local, state and/or federal grant funding requirements shall be included within the agreement resulting from this solicitation RFQ #26-UT-004.

Dated this 23 day of January 2026 2025, I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly and that I am the same individual who is authorized to execute any Agreement resulting from this solicitation RFQ #26-UT-004.

Wharton-Smith, Inc.

Name of Firm

Patrick J. Hewitt

Signature

Printed Name

COO - Water

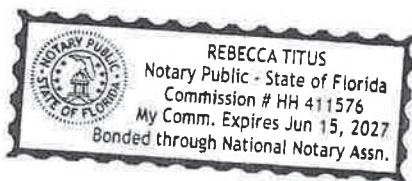
Title

STATE OF FLORIDA

COUNTY OF Seminole

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 23 day of January 2026 2025, by Patrick Hewitt, who personally swore that he/she is authorized to execute this Agreement and thereby bind the proposer, and who ☒ is personally known to me or ☐ has produced N/A as identification.

(stamp)



Rebecca Titus
NOTARY PUBLIC

ATTACHMENT #3
TRENCH SAFETY ACT COMPLIANCE
STATEMENT AND CERTIFICATION

Project Name: CMAR Services -Wastewater Treatment Facility #2 Expansion

Project Number: RFQ #26-UT-004

Project Location: 2099 James P. Snell Drive, Mount Dora, Florida, 32757

INSTRUCTIONS

Florida Statute Sections 553.60-553.64 (Trench Safety Act), requires all proposers to comply with the Occupational Safety and Health Administration (OSHA), Standard 29 C.F.R. s. 1926.650 Subpart P, to certify compliance with such safety standards and to provide compliance cost information which shall be incorporated into the Bid/Proposal submitted for this Project.

The authorized representative for the Bidder/Proposer must execute this form in the presence of a Notary Public and must also be the individual who is authorized to execute any resulting Agreement.

CERTIFICATION

1. I hereby acknowledge that Florida Statute Sections 553.60-553.64 (Trench Safety Act) requires compliance with OSHA, Standard 29 C.F.R. s. 1926.650 Subpart P, and I hereby agree to comply with the Trench Safety Act and all safety standards set forth therein at all trench excavations on this Project which are in excess of five (5) feet in depth.
2. The estimated cost imposed for compliance with the Trench Safety Act will be:

Wharton-Smith is compliant with all aspects of
the Trench Safety act, and will provide costs if awarded
(Written)

Dollars (\$ Cost to be provided
if awarded contract)
(Figures)
3. The amount listed above has been included within the Bid/Proposal for this Project and the specifications related to the same are listed hereafter.
4. The following method or methods will be used for compliance with the Trench Safety Act:
(Please mark all that apply)

☐ SLOPING☐ SHORING☐ TRENCH BOX☐ OTHER
5. The cost for complying with the Trench Safety Act is included as part of the lump sum or unit price proposal contained in the Bid/Proposal Response.

The cost for complying with this requirement is:

- a. Cost per linear foot of trench excavation \$ Cost to be provided
if awarded contract
- b. Cost per square foot of shoring used \$ Cost to be provided
if awarded contract

ATTACHMENT #3

I hereby certify the above statements on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly.

Wharton-Smith, Inc.

Name of Firm

Signature

Patrick J. Hewitt

Printed Name

COO - Water

Title

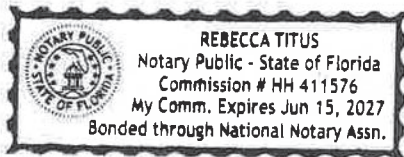
STATE OF FLORIDA

COUNTY OF Seminole

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 23 day of January 2026 2025, by Patrick Hewitt, who personally swore that he/she is authorized to execute this Agreement and thereby bind the proposer, and who ☒ is personally known to me or ☐ has produced N/A as identification.

(stamp)

Rebecca Titus
NOTARY PUBLIC



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ATTACHMENT #3

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the Proposer, and its employees, officers and/or agents, certifies, and hereby discloses, that, to the best of its knowledge and belief, all relevant facts, concerning past, present or currently planned interest or activity (financial, contractual, organizational or otherwise) which relates to the proposed work and bears on whether the Proposer and/or any of its employees, officers and/or agents, has a possible conflict, have been fully disclosed.

Additionally, the Proposer and its employees, officers and/or agents, agree to immediately notify in writing the City of Mount Dora Purchasing Department, if any actual or potential conflict of interest arises during the solicitation process.

Wharton-Smith, Inc.
Company

750 Monroe Road
Address

Authorized Signature

Sanford, FL 32771
City, State, Zip Code

Patrick J. Hewitt, COO - Water
Printed Name & Title

407-321-8410
Telephone No.

phewitt@whartonsmith.com
Email

407-321-4368
Fax No.

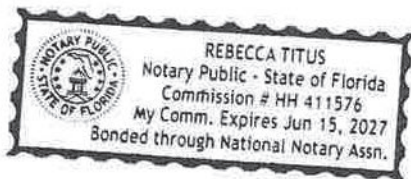
STATE OF FLORIDA

COUNTY OF Seminole

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 23 day of January 2026, by Patrick Hewitt, who personally swore that he/she is authorized to execute this Agreement and thereby bind the proposer, and who ☒ is personally known to me or ☐ has produced _____ as identification.

(stamp)

Rebecca Titus
NOTARY PUBLIC



ATTACHMENT #3

DECLARATION STATEMENT

City of Mount Dora
510 N. Baker Street
Mount Dora, FL
32757

RE: RFQ #26-UT-004 "Construction Manager at Risk (CMAR) Services for Wastewater Treatment Facility #2 Expansion"

Dear Mayor and Council Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFQ #26-UT-004 "CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR WASTEWATER TREATMENT FACILITY #2 EXPANSION."**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 23
January, 2026 in the City of Sanford, in the State of Florida.

Wharton-Smith, Inc.

Company

750 Monroe Road

Address


Authorized Signature

Sanford, FL 32771

City, State, Zip Code

Patrick J. Hewitt, COO - Water

Printed Name & Title

407-321-8410

Telephone No.

phewitt@whartonsmith.com

Email

407-321-4368

Fax No.

ATTACHMENT #3
INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

-
- | | |
|--|---|
| ☒ 1. Workers' Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| ☒ 2. Commercial General Liability
<u>Damage</u>
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property</u>
(Occurrence Form) patterned

<u>\$2,000,000</u> single limit
per occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
- This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.
- | | |
|--|---|
| ☒ 4. Automobile Liability | \$ <u>500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Occurrence Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Builder's Risk Insurance at 100% of GMP amount. | |
| ☒ 8. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 9. The City of Mount Dora must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

ATTACHMENT #3

INSURANCE REQUIREMENTS

(Continued)

- ☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

ph

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state “**RFQ #26-UT-004 CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR WASTEWATER TREATMENT FACILITY #2 EXPANSION.**”

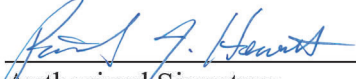
=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of RFQ.

Wharton-Smith, Inc.

Company


Authorized Signature

Patrick J. Hewitt, COO - Water

Printed Name & Title

phewitt@whartonsmith.com

Email

750 Monroe Road

Address

Sanford, FL 32771

City, State, Zip Code

407-321-8410

Telephone No.

407-321-4368

Fax No.

Marsh McLennan Agency - FL Region

Insurance Agency


Signature of Proposer’s Agent

ATTACHMENT #3

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

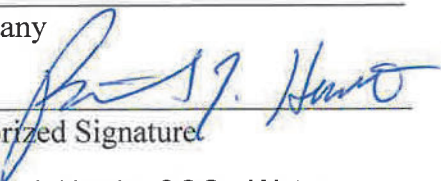
- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require 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.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the company responding to this solicitation certify that it has implemented a drug-free workplace program in accordance with the provision of Florida Statutes, Section 287.087, as stated above?

☒ YES
☐ NO

Wharton-Smith, Inc.

Company


Authorized Signature

Patrick J. Hewitt, COO - Water

Printed Name & Title

phewitt@whartonsmith.com

Email

750 Monroe Road

Address

Sanford, FL 32771

City, State, Zip Code

407-321-8410

Telephone No.

407-321-4368

Fax No.

ATTACHMENT #3

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

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

State of Florida
County of Seminole

_____, being first duly sworn, deposes and says that:

I am the COO - Water of Wharton-Smith, Inc., (Proposer) which has submitted a Response to City of Mount Dora RFQ #26-UT-004.

I am fully informed respecting the preparation and contents of the Response to RFQ #26-UT-004, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #26-UT-004, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFQ #26-UT-004 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

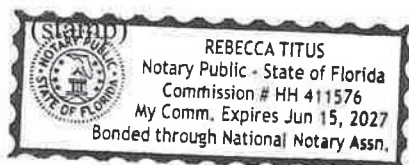
Wharton-Smith, Inc.
Company Patrick J. Hewitt
Authorized Signature
Patrick J. Hewitt, COO - Water
Printed Name & Title
phewitt@whartonsmith.com
Email Fax No.

750 Monroe Road
Address
Sanford, FL 32771
City, State, Zip Code
407-321-8410
Telephone No.
407-321-4368

STATE OF FLORIDA

COUNTY OF Seminole

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 23 day of January 2026 2025, by Patrick Hewitt, who personally swore that he/she is authorized to execute this Agreement and thereby bind the Proposer, and who ☒ is personally known to me or ☐ has produced N/A as identification.



Rebecca Titus
NOTARY PUBLIC

ATTACHMENT #3

ACKNOWLEDGEMENTS

RFQ #26-UT-004

"CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR WASTEWATER TREATMENT FACILITY #2 EXPANSION"

the text here

**To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757**

Wharton-Smith, Inc. (Proposer) guarantees

its Response to RFQ #26-UT-004 for a period not to exceed one hundred twenty (120) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.
com

The Contractor, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Dated this 23 day of January, 2026
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): 59-2392802

CORPORATION

By:  / Patrick J. Hewitt
(Signature) (Print name)

Address: 750 Monroe Road, Sanford, FL 32771

Telephone: (407) 321-8410 Fax: (407) 321-4368

ATTACHMENT #3

Taxpayer/Employer Identification Number (TIN/EIN): 59-2392802

State of Incorporation: Florida

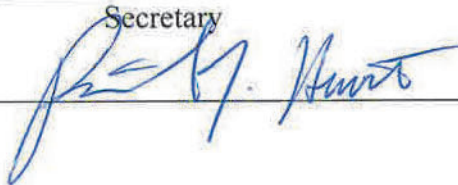
Corporate President: Tim Smith
(Print Name)

Corporate Secretary: Stephanie Pompeo
(Print Name)

Corporate Treasurer: Stephanie Pompeo
(Print Name)

CORPORATE SEAL

Attest By: Stephanie Pompeo
Secretary

Signature:  Date: 1/23/2026



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ATTACHMENT #3



CITY OF
MOUNT
DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW
RFQ #26-UT-004

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: Wharton-Smith, Inc.

Authorized representative (printed): Patrick J. Hewitt

Authorized representative (signature): *Patrick J. Hewitt*

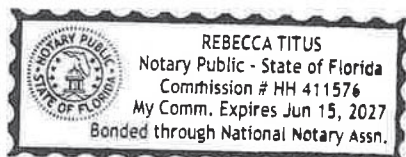
STATE OF FLORIDA

COUNTY OF Seminole

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 23 day of January 2026 2025, by Patrick Hewitt, who personally swore that he/she is authorized to execute this Agreement and thereby bind the Proposer, and who ☒ is personally known to me or ☐ has produced N/A as identification.

(stamp)

Rebecca Titus
NOTARY PUBLIC



ATTACHMENT #3

REFERENCE FORM

Provide the business names, contact person, email and telephone number of four (4) references for which the Proposer has provided services in the past similar to the services described in this RFQ for three (3) years or more within the last five (5) year period. Do not include active projects. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: City of Eustis, FL
Address: 10 North Grove Street Eustis, FL 32771
Point of Contact: Rick Gierok, Director of Public Works
Phone #: 352-483-5430 Email address: gierokr@ci.eustis.fl.us
Service(s) Provided: CMAR for the expansion of the existing Bates Ave WWTF from 1.75 MGD to 3.0 MGD

Dates of Service: 07/30/2024
2. Name of Company: City of Leesburg, FL
Address: 204 N. 5th Street Leesburg, Florida 34748
Point of Contact: Cliff Kelsey, Public Works Director
Phone #: 352-435-9442 Email address: cliff.kelsey@leesburgflorida.gov
Service(s) Provided: CMAR on the Turnpike WWTF improvements. This project consisted of delivering extensive SBR basin modifications and expansion, new decant pumping and filtration infrastructure and more.
Dates of Service: 03/17/2022
3. Name of Company: Bay Laurel Center Community Development District
Address: 8470 SW 79th St. Ocala, FL 34481
Point of Contact: Bryan Schmalz, Utility Director
Phone #: 352-427-1291 Email address: bryan_schmalz@blccdd.com
Service(s) Provided: CMAR Greenfield construction of 2.5 MGD 5-stage bardenpho WWTP.

Dates of Service: 09/01/2024
4. Name of Company: Orange County Board of County Commissioners
Address: 9150 Curry Ford Road, Orlando, FL 32825
Point of Contact: Terra Reffitt, Chief Inspector
Phone #: 407-947-9802 Email address: terra.reffitt@ocfl.net
Service(s) Provided: General Contracting of 5.0 MGD, 5-stage greenfield WRF and Master Pump Station.

Dates of Service: 10/04/2022

ATTACHMENT #3

PUBLIC ENTITY CRIMES

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: Patrick J. Hewitt [NAME] as the COO - Water [TITLE] of Wharton-Smith, Inc. [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 59-2392802.
2. I understand that a “public entity crime” as defined in Florida Statute Section 287.133(1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Florida Statutes Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Florida Statutes Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Florida Statutes Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

ATTACHMENT #3

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTE SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Patrick Hewitt
(Signature)

STATE OF FLORIDA

COUNTY OF Seminole

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 23 day of January 2026 2025, by Patrick Hewitt, who personally swore that he/she is authorized to execute this Agreement and thereby bind the Proposer, and who ☒ is personally known to me or ☐ has produced N/A as identification.

(stamp)

Rebecca Titus
NOTARY PUBLIC



ATTACHMENT #3

FIRM INFORMATION

Firm is a:

- (☒) Corporation
(☐) Partnership
(☐) Sole Proprietorship
(☐) Other _____ (Explain)

Federal Employer Identification Number: 59-2392802

Firm Name: Wharton-Smith, Inc.

Mailing Address: 750 Monroe Road, Sanford, FL 32771

Telephone No.: 407-321-8410 Fax No.: 407-321-4368

Email Address: phe Witt@whartonsmith.com Web Address: whartonsmith.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: Wharten-Smith, inc.

Name & Title Printed: Patrick J. Hewitt, COO - Water

RFQ #26-UT-004
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR WASTEWATER
TREATMENT FACILITY #2 EXPANSION
SUBCONTRACTOR LISTING

To be determined on award of this contract

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

ATTACHMENT #3

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.) Wharton-Smith, 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)
	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. 750 Monroe Road	Requester's name and address (optional) City of Mount Dora
6 City, state, and ZIP code Sanford, FL 32771		
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	-	2	3	9	2	8	0
								2

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 *Stephanie Pompeo*

Date 1/23/2026

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

ATTACHMENT #3
RFQ # 26-UT-004
CONSTRUCTION MANAGER AT RISK SERVICES – WASTEWATER TREATMENT
FACILITY # 2 EXPANSION
CITY OF MOUNT DORA

ADDENDUM NUMBER 1

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFQ # 26-UT-004 CONSTRUCTION MANAGER AT RISK SERVICES – WASTEWATER TREATMENT FACILITY # 2 EXPANSION** for the above as fully and completely as if the same were fully set forth therein.

~~~~~  
**CLARIFICATIONS:**

**Originally Reads as:**

| <b>Event</b>                                             | <b>Date/Time</b>                        |
|----------------------------------------------------------|-----------------------------------------|
| Advertise RFQ                                            | December 12, 2025                       |
| Last Date for Receipt of Written Questions               | December 22, 2025                       |
| Addendum Issued (If Applicable)                          | December 29, 2025                       |
| RFQ Opening Date & Time (via ZOOM)                       | January 12, 2026 @ 2:00 p.m.            |
| Evaluation Committee to Shortlist                        | January 20, 2026 @ 2:00 p.m.            |
| Shortlisted Firm Presentations/Interviews (if requested) | January 27, 2026 9:00 a.m. – 12:00 p.m. |
| Evaluation Committee to Recommend                        | January 27, 2026 12:30 p.m.             |
| Notice of Recommendation                                 | January 27, 2026                        |
| City Council Approval (anticipated)                      | February 17, 2026                       |

**Now Reads as:**

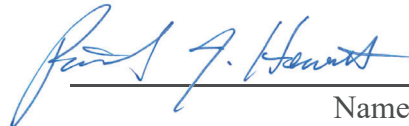
| <b>Event</b>                                             | <b>Date/Time</b>                         |
|----------------------------------------------------------|------------------------------------------|
| Advertise RFQ                                            | December 12, 2025                        |
| Last Date for Receipt of Written Questions               | December 29, 2025                        |
| Addendum Issued (If Applicable)                          | January 8, 2026                          |
| RFQ Opening Date & Time (via ZOOM)                       | January 26, 2026 @ 2:00 p.m.             |
| Evaluation Committee to Shortlist                        | February 4, 2026 @ 2:00 p.m.             |
| Shortlisted Firm Presentations/Interviews (if requested) | February 11, 2026 9:00 a.m. – 12:00 p.m. |
| Evaluation Committee to Recommend                        | February 11, 2026 12:30 p.m.             |
| Notice of Recommendation                                 | February 11, 2026                        |
| City Council Approval (anticipated)                      | March 3, 2026                            |

## ATTACHMENT #3

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Signature acknowledges receipt and understanding of this addendum.

 - COO Water  
\_\_\_\_\_  
Name/Title  
01/23/2026  
\_\_\_\_\_  
Date

**ATTACHMENT #3**  
**RFQ # 26-UT-004**  
**CONSTRUCTION MANAGER AT RISK SERVICES – WASTEWATER TREATMENT**  
**FACILITY # 2 EXPANSION**  
**CITY OF MOUNT DORA**  
  
**ADDENDUM NUMBER 2**

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFQ # 26-UT-004 CONSTRUCTION MANAGER AT RISK SERVICES – WASTEWATER TREATMENT FACILITY # 2 EXPANSION** for the above as fully and completely as if the same were fully set forth therein.

~~~~~

CLARIFICATIONS:

Originally Reads as: (Page 16 of 59, Tab I) The responding firm (or the lead firm if subcontractors are proposed) will provide a letter, on letterhead, not exceeding three (3) pages, which serves as a statement of interest and introduction to the submittal. If subcontractors are proposed, each subcontractor must provide a similar letter not exceeding two (2) pages.

Now Reads as: I want to change this so that letters of interest are not required from subs, I need to language to say as close ass possible while removing that requirement : The responding firm (or the lead firm if subcontractors are proposed) will provide a letter, on letterhead, not exceeding three (3) pages, which serves as a statement of interest and introduction to the submittal.

Originally Reads as: (Page 17 of 59, Tab IV) QUALITY CONTROL, SANCTIONS, AND ADVERSE LITIGATION:

Now Reads as: SANCTIONS, AND ADVERSE LITIGATION:

PLEASE BE ADVISED OF THE FOLLOWING QUESTIONS AND ANSWERS:

Q1. Will there be any requirements OR interest in Drone Services on this project? ie pre/post site conditions, progress photos, video,360 Aerial panos, 2d site overview ect?
It is a Federal requirement for the Drone pilot to be FAA 107 certified for this work.

A1. Drone services are not needed.

Q2. What is the estimated construction budget?

A2. \$97,000,000.00.

ATTACHMENT #3

Q3. I would like to bid the project, I want to verify that it is 'open' for bid or if we need approved prior to bid.

A3. There is no preapproval requirement.

Q4. I found your proposed project in The Dodge Report and was wondering if you have any structural drawings at this point. All I could find are site plans.

A4. No.

Q5. Page 16 of 59, Tab I, first paragraph mentions including statement of interests from subcontractors. Though subcontractors will be used during construction, no responders to this RFQ are capable of 100% self-performance of the work, so obtaining letters of interest from subcontractors now is not possible and would potentially limit competition later. Please confirm the need to include subcontractors' statement of interest is only required if the responding firm is utilizing subcontractor participation as part of their RFQ to meet the minimum qualifications, or if a responding firm is in a teaming agreement to pursue this project, but not for subcontractors who may be used during construction.

A5. See Clarification. A letter of interest is not required from the sub-contractors.

Q6. Page 53 of 59, Subcontractor Listing requires the proposers identify potential subcontractors. In the CMAR delivery method, subcontractors are selected during preconstruction, following a solicitation, bidding, and evaluation process, not at the time RFQs are due. The request for this information is typical and reasonable if this was Design-Bid-Build response where subcontractors were known at the time of submittal; however, this information cannot be provided at this time. Doing so would also circumvent the competitive nature of the CMAR procurement process and likely detract from the benefits of the CMARs preconstruction efforts. Please confirm that completion of this form is not required.

A6. If available, proposers may identify any preconstruction service subcontractors that may be applicable. If no such subcontractors have been identified at this time, please mark the Subcontractor Listing form as N/A.

A complete and final list of subcontractors will be required for departmental approval at the time of GMP submission.

Q7. Page 17 of 59, paragraph 1-2 of Tab II – Please confirm the three (3) page limit for Tab II should be inclusive of the list of five (5) similar completed projects.

A7. Yes.

Q8. Page 17 of 59, Tab IV - The title for Tab IV includes the words "Quality Control" however, there is no explanation in the subsequent paragraphs describing what is needed to address Quality Control. If it's intended for the RFQ address quality control, please provide details on the desired information, otherwise confirm it can be disregarded for this RFQ.

A8. Please see clarification.

ATTACHMENT #3

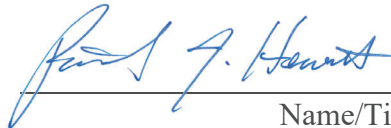
Q9. We request the Last Date for Receipt of Written Questions be extended to January 5, 2026 to allow time for additional questions that may arise following the issuance of the first addendum.

A9. This will not be extended.

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Signature acknowledges receipt and understanding of this addendum.

 - COO Water

Name/Title

01/23/2026

Date

Remainder of Page Left Intentionally Left Blank

ATTACHMENT #4



**CITY OF
MOUNT
DORA**

Whitney Donovan
Purchasing Coordinator
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176 Ext. 1211
E-mail: donovanw@mountdora.gov

Purchasing Division

Date: February 23, 2026

To: All Submitting Vendors

Re: **INTENT TO AWARD: RFQ # 26-UT-004 - Construction Manager at Risk (CMAR) Services for WWTF2 Expansion**

This letter serves as notification that the Evaluation Committee will present a final ranking of firms; and a recommendation to City Council to approve the final ranking and staff entering into negotiations with the top ranked firm under this RFQ.

On December 12, 2025, RFQ #26-UT-004 was issued and resulted in two timely proposals being received by the opening date of January 26, 2026 at 2:00 p.m. The Evaluation Committee met on February 4, 2026 to discuss and score all two proposals as received under this RFQ. The discussion was detailed and the scoring was consistent. Based on the Committee scores the proposals were ranked from highest to lowest.

The scoring and ranking resulted in a final ranking as follows:

#1 -Wharton-Smith, Inc.; #2 - Garney Companies, Inc.

The Evaluation Committee will recommend approval of the final ranking as established above to the City Council and recommend entering into negotiations with the top ranked firm for a pre-construction agreement. If negotiations are unsuccessful with the #1 ranked firm the City will cease negotiations with that firm and begin negotiations with the #2 ranked firm. This process will continue until a successful negotiation is reached. For additional information reference the final scoring and ranking as attached.

If you have any questions regarding the procurement procedures, please contact me via fax at 352.735.7176, or via e-mail at finance-purchasing@cityofmountdora.com.

We appreciate your interest in doing business with The City of Mount Dora and we look forward to working with you on future projects.

Regards,

Whitney M. Donovan
Purchasing Coordinator

ATTACHMENT #4

RFP 24-UT-004 - Construction Manager at Risk (CMAR) Services for WWTF2 Expansion

EVALUATION MASTER WORKSHEET
RFQ# 26-UT-004
SHORTLISTING FINAL SCORING/RANKING
FINAL RANKING

	James Klein	Andrew Marsian	Bill Mitchell	Cliff Kelsey	Rick Gierok	TOTALS	Weighted Total	RANKING
Proposer								
Garney Companies, Inc.	93.00	92.00	76.00	90.00	90.00	441.00	2205.00	2.00
Wharton-Smith, Inc.	93.00	95.00	98.00	93.00	91.00	470.00	2350.00	1.00

Whitney Donovan

Digitally signed by Whitney Donovan
Date: 2026.02.23 14:47:57 -05'00'

Whitney Donovan
Purchasing Coordinator
CITY OF MOUNT DORA PURCHASING DIVISION

Date



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 17, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Ratification of Urban Forestry Grant Application for the 2025 Urban and Community Forestry Natural Disaster and Recovery Supplement Grant

Introduction:

This is a request for City Council to ratify the grant application submission for the 2025 Urban & Community Forestry Natural Disaster and Recovery Supplement.

Discussion:

The City has applied under the Tree Planting Projects category, which focuses on planting tree species with high to medium-high wind resistance. The Urban Forestry Division has applied for the 2025 Urban and Community Forestry Natural Disaster and Recovery Supplement Grant. Due to the application deadline of March 10, 2026, the application was submitted to the State of Florida prior to Council consideration. If awarded, the project would fund tree plantings along Donnelly Street, one of the primary gateway corridors into the City of Mount Dora. The proposed planting area extends from Limit Avenue to 11th Avenue.

The project will include six tree species selected from the grant's approved list of wind-resistant species, including Live Oak and Redbud, to enhance the corridor's canopy and improve long-term storm resiliency.

Budget Impact:

There is no required local match for this grant. The City has requested \$20,000 in grant funding.

The only requirement is three years of maintenance for the newly planted trees. Watering and maintenance will be provided by the Mount Dora Friends of the Environment (MDFE).

Strategic Impact:

Strategic Initiative 2: Goal 4 - Promote urban greening throughout the City with special focus on corridors, parks, open spaces and gateways.

Recommendation:

City council to ratify the grant application submission for the 2025 Urban and Community Forestry Natural Disaster and Recovery Supplement.

Attachment(s):

1. Attachment #1 Community Forestry Disaster Recovery NOFFA Final
2. Attachment #2 Disaster Recovery Application for Federal Financial Assistance Subaward
3. Natural Disaster and Recovery Application Signature Pages - Mount Dora (signed)

Prepared by: vedderl vedderl, Administrative Assistant

Reviewed by:

Mark Miller, City Urban Forester/Arborist
Whitney Donovan, Purchasing Coordinator
Matthew Dodson, Budget Officer
Jennifer Gates, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 3/2/2026
Approved - 3/3/2026
Approved - 3/5/2026
Approved - 3/5/2026
Approved - 3/11/2026
Approved - 3/11/2026
Final Approval - 3/11/2026

ATTACHMENT #1



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

NOTICE OF FEDERAL FINANCIAL ASSISTANCE FUNDING OPPORTUNITY REQUEST FOR APPLICATIONS

2 CFR 200

Funding Opportunity Number: 25-DG-11083112-009-R

I. Overview

Recipient: Florida Department of Agriculture and Consumer Services (FDACS)

Funding Opportunity Title: 2025 Urban & Community Forestry Natural Disaster and Recovery Supplement

Announcement Type: Request for Federal Financial Assistance Applications Initial Announcement

Funding Opportunity Number: 25-DG-11083112-009

Federal Assistance Listing Number (ALN): 10.664

Federal Agency Name: USDA, Forest Service

The information requested is pursuant to 2 CFR 200 and the federal awarding agency's statutory authority.

II. Federal Financial Assistance Funding Opportunity Description

Since August 2023, Florida has been significantly impacted by three major hurricanes, namely Idalia, Helene, and Milton. With these storms came extensive damage to urban and community forests due to storm surge, flooding, and extreme winds. With this damage came significant canopy loss that will take years to recover through planting initiatives as well as damage to trees' structure that takes years to correct through restorative pruning.

The scope of this program is designed to improve and reestablish urban forests in 56 peninsular Florida counties that were negatively impacted by Hurricanes Idalia, Helene, and Milton. These efforts will emphasize not just tree planting but also pruning and efforts to enhance urban forest resiliency through strong planning methods. The primary purpose is to not just replace lost canopy, but to ensure that the urban forest is more resilient to future storms, enhancing the likelihood of long-term recovery. The State of Florida anticipates an allocation of \$1,500,000 to applicants through this funding opportunity.

Applications are being accepted from nonprofit organizations, educational institutions, local governments, and American tribal governments from these counties: Alachua, Baker, Bradford, Brevard, Broward, Charlotte, Citrus, Clay, Collier, Columbia, DeSoto, Dixie, Duval, Flagler, Franklin, Gadsden, Gilchrist, Glades, Hamilton, Hardee, Hendry, Hernando, Highlands, Hillsborough, Indian River, Jefferson, Lafayette, Lake, Lee, Leon, Levy, Madison, Manatee, Marion, Martin, Miami-Dade, Monroe, Nassau, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, Sarasota, Seminole, St. Johns, St. Lucie, Sumter, Suwannee, Taylor, Union, Volusia, and Wakulla.

ATTACHMENT #1

The FDACS, Florida Forest Service (FFS) is requesting applications for projects that include, but are not limited to:

- Planting storm-resistant species of trees in areas where they would provide tangible benefits to Floridians through energy reduction, mitigating urban heat, water or air quality improvement, stormwater runoff avoidance, or increased greenspace accessibility. Trees to be planted in this category are required to fall under the highest or medium-high wind resistance categories found at <https://edis.ifas.ufl.edu/publication/FR173>
- Conducting maintenance operations for public trees in areas that would improve resiliency to future tropical cyclones through preventative pruning.
- Developing community tree inventories or urban tree canopy assessments to help prepare their community for future natural disasters.
- Developing urban forest management plans to help a community become better prepared for future natural disasters.

Detailed examples of project categories that may be funded through this program:

a. Tree Planting Projects

Tree planting projects will conduct tree planting initiatives utilizing the highest and medium-high wind resistance species found at <https://edis.ifas.ufl.edu/publication/FR173>. All plantings in this category are required to follow the planting requirements listed later in this section.

- Applicants must include a significant component of community engagement as part of their scope of work. Examples include surveys to guide species selection, volunteer planting or maintenance days, or door-to-door communication approaches that enable community members near the planting project to be engaged throughout the process. In addition, part of this community engagement should include sharing with residents how the applicant plans to maintain the newly planted trees to best provide benefit to the community. Language access should be considered a part of community engagement to ensure equal access for residents to participate in projects funded by this grant.
- Additional points will be awarded to applicants showing significant partner engagement between the applicant and other local entities to produce greater community support. In collaborative projects, only one of the collaborating entities can apply.

b. Tree Maintenance Projects

Tree maintenance projects will help reduce hazards to the public from trees should future natural disasters occur in the Florida counties eligible for funding.

- Eligible activities include pruning hazardous branches overhanging public rights-of-way, structural pruning to act as a preventative measure to reduce future risk in storms, or other tree pruning activities that would reduce risk levels while following industry best management practices.
- **Funds cannot be used for tree work on private property.** The only exception would be to allow for pruning of a private tree that overhangs a public area (such as a private tree with hazardous branches overhanging a road). These trees can be pruned only to the extent of reducing hazards in the public area adjacent while still allowing for proper pruning cuts.

c. Public Tree Inventory or Urban Tree Canopy Assessment Projects

Public tree inventory or urban tree canopy assessment projects will help communities develop or enhance inventories/assessments of public trees. Up-to-date inventories will help provide more efficient and effective urban forest management. Examples of public tree inventory or urban tree canopy assessment projects include:

- Tree Inventories – Development of a local tree inventory/hazardous tree inventory on non-federal public properties, including parks, rights-of-way, and preserves. This can include the

ATTACHMENT #1

purchase of hardware, software, and related equipment, as well as fees paid to vendors to conduct the inventory. This can also include the examination of individual trees to determine whether they need arboricultural treatments.

- Urban Tree Canopy Assessment - use of remote sensing technology to determine tree canopy coverage and distribution in a defined area (usually a district or municipal boundary). Assessments can also be used to identify potential tree planting spaces and prioritize planting initiatives based on current tree canopy coverage. Eligible costs are the same as above: hardware, software, related equipment, and vendor fees.

Tree Inventory or Urban Tree Canopy Assessment Requirements

- Map of the area where the inventory or assessment will take place, including street locations.
- Narrative describing the need to conduct the inventory or assessment in the selected area, the data that will be collected, how the data will be processed, and how the results will be used to influence urban forestry management decisions. Special reference should be made as to how the inventory or assessment will assist in future management to be better prepared for natural disasters. The narrative should also state whether a vendor will perform the treatments, or if in-house labor and equipment will be used, and how the recipient will supervise the project while in progress.

d. Urban Forest Management Planning Projects

An urban forest management plan serves as the guiding document for managing the tree resource in a community. The objective of an urban forest management plan is to:

- Reduce the amount and severity of damages and losses to people, property, economy, and environment that may result from tree failures.
- Reduce tree canopy cover losses and strategically plan planting initiatives to equitably distribute tree cover throughout the community.
- Maximize the benefits of urban trees by planting and retaining trees where they reduce storm water runoff, improve air, and water quality, and lower the ambient temperature.
- Identify policies and procedures that can be updated to reinforce canopy goals.
- The development and implementation of an urban forest management plan will provide the following benefits:
 - Planting and maintenance schedule based on data.
 - Create more efficient and effective response to storms.
 - Update tree policies and procedures.
 - Reduction in tree failures and tree canopy losses.
 - Improve community forest health, safety, and benefits.

Urban Forest Management Plans funded through this program must include:

- Description of community -- the current state and needs of the community and the urban forest baseline. Current tree canopy data from an inventory or assessment, community needs, priority areas, and a review of current policies and procedures for tree planting and maintenance are examples of items that should be included in this section.
- Vision for the urban forest -- the desired future state of the urban forest in the community. This should reflect the overall goal the plan hopes to achieve.
- Strategic Plan -- specific goals, objectives, and actions based upon the current conditions and identified needs to achieve the vision for the urban forest.
- Urban forest storm preparedness and mitigation -- a section specifically addressed to guide future management of vegetative debris in natural disasters, along with mitigating the risk to the public from debris in future disasters.
- Implementation Plan -- a document that assigns specific dates and responsibilities for the actions and goals of the strategic plan.

ATTACHMENT #1

- Monitoring Plan -- a written system to measure progress and assess the overall effectiveness of the Urban Forest Management Plan.

Additional sections of the plan that you may wish to incorporate and that are acceptable through this grant include:

- Urban wood utilization
- Urban heat mitigation
- Health impacts from urban trees

Additional Requirements for project categories:

Tree Planting Requirements:

1. Trees/palms (including those planted as part of the local match) must be at least Florida Grade #1 or equivalent [Florida Division of Plant Industry, Grades and Standards](#).
2. Trees may not exceed a 4-inch caliper. Palms may not be taller than 16 feet, clear trunk.
3. Minimum tree size is 1½ inch caliper, in at least a 15-gallon container.
4. At least four species native or naturalized to the area; suitable for the site; and objective must be planted. No species may represent over 25% of the total number of trees planted during the project.
5. Up to ten percent (10%) of the grant award may be used for the purchase and/or installation of irrigation equipment or an irrigation system, or for supplemental watering during the 60-day grow-in period.
6. Trees listed on the Florida Invasive Species Council's MOST RECENT list of Florida's Invasive Species **may not** be planted as any part of this grant program. The list may be found at <https://floridainvasivespecies.org/>
7. Maximum allowable cost per individual tree or palm is \$600, which can be split between grant and match for purchasing and planting.
8. Written approval is required (as part of the proposal) from the Florida Department of Transportation for planting and maintenance on any state right-of-way.
9. Eligible multi-stemmed tree species include only those listed on the Right Tree/Right Place posters produced by the Florida Urban Forestry Council, unless FFS permission is granted for another species. Applicants interested in using multi-stemmed species should submit their application with any proposed species, and acceptance of the application will indicate acceptance of this species' utilization, unless otherwise notified.
10. A maximum of \$15 per tree may be spent on planting materials during the 60-day grow-in period only.
11. Purchase and planting of shrubs and ground covers in conjunction with tree planting may only serve as a matching cost, and as such cannot be reimbursed.
12. Applications must include the following information:
 - a. Location map.
 - b. Minimum of three (3) color photographs of the planting site.
 - c. Detailed planting plan (site plan) which shows the location of the trees/palms, existing structures, and site limitations such as underground utilities and overhead wires.
 - d. Written approval from the Florida Department of Transportation for planting and maintenance on the State right-of-way, if applicable.
 - e. Three-year maintenance plan to be carried out by the grant recipient at their expense. Maintenance costs incurred after certification by the Florida Forest Service are ineligible for reimbursement.
 - f. Resolution by the managing agency of the property (if different from the applicant) which states that they concur with the grant proposal and maintenance plan.
13. Sixty-day "grow-in period" is required prior to Certification of Acceptance by the Department and the processing of the final reimbursement. The proposal should state how the trees will be watered and cared for during the grow-in period.

ATTACHMENT #1

14. Tree Plantings must follow established procedures for handling, placement, and maintenance. Refer to <https://hort.ifas.ufl.edu/woody/> for additional guidance.
15. After tree planting is completed, an iTree Design report of the project is required to be submitted prior to the processing of the final reimbursement. This tool estimates the future reduction in storm water runoff and increases in water quality over the life of the planted trees. The report should include assessments for years 5, 15, and 25. iTree Design is an easy to use and a free program that can be found at <https://design.itreetools.org/>.

Tree Maintenance Requirements:

1. All work must be conducted under the supervision of an International Society of Arboriculture (ISA) certified arborist, preferably on the staff of the managing agency, but if the agency is using a contractor to conduct maintenance, the certified arborist could be on the staff of the selected contractor or hired as an independent entity.
2. Applications must include a site map showing the areas in which maintenance will be conducted and what maintenance will be done on each tree receiving work in the selected area.
3. Applications must include color photographs of each site in which maintenance will be conducted with a caption indicating the maintenance actions that are planned to be taken.
4. If selected, applicant(s) must provide before and after pictures of each pruning or removal action taken to show the cause for the work, and that the proper work was completed.
5. Written approval is required (as part of the application) from the Florida Department of Transportation for maintenance on any state right-of-way.
6. All work conducted must follow ANSI A300 and Z133 standards for best management practices found at [International Society of Arboriculture \(isa-arbor.com\)](http://International Society of Arboriculture (isa-arbor.com))
7. This work is directly for increasing storm resiliency and reducing public risk. Maintenance projects shall not include traffic-clearance oriented pruning work. All maintenance work should be done for the purpose of increasing storm resiliency or reducing risk rather than for aesthetics.
8. Reimbursement requests will require photographic documentation of the completed work to indicate compliance with best management practices for pruning.

III. Eligibility Information

Eligible applicants are nonprofit organizations, educational institutions, local governments, and American tribal governments from these Florida counties: Alachua, Baker, Bradford, Brevard, Broward, Charlotte, Citrus, Clay, Collier, Columbia, DeSoto, Dixie, Duval, Flagler, Franklin, Gadsden, Gilchrist, Glades, Hamilton, Hardee, Hendry, Hernando, Highlands, Hillsborough, Indian River, Jefferson, Lafayette, Lake, Lee, Leon, Levy, Madison, Manatee, Marion, Martin, Miami-Dade, Monroe, Nassau, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, Sarasota, Seminole, St. Johns, St. Lucie, Sumter, Suwannee, Taylor, Union, Volusia, and Wakulla.

Only one application is allowed per project. If a single applicant is interested in seeking funding for multiple projects, they must submit full and complete applications for each possible project.

The scope of work must be performed within the State of Florida.

Grant requests may not exceed \$75,000. The minimum amount allowed is \$5,000.

Grants are for projects not currently budgeted and may not be used to replace existing commitments.

ATTACHMENT #1

A resolution or letter from the eligible applicant's leadership approving the proposal and authorizing the applicant to execute agreements and documents with the grant request must be submitted as part of the proposal.

Expenses associated with travel and per diem are not eligible.

Expenses associated with invasive species removal are not eligible but may be used as match.

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IV. Key Dates

Action Item	Timeframe	Location
Notice of Federal Financial Assistance Funding Opportunity Advertisement	From 01/13/2026 To 03/10/2026	Posted electronically on FDACS Grant Opportunities at https://www.fdacs.gov/Business-Services/Grant-Opportunities
Question Submission Period	From 01/13/2026 To 03/02/2026	All questions must be submitted by email to Grants@FDACS.gov
Question Response Period	From 01/13/2026 To 03/03/2026	Posted electronically on FDACS Grant Opportunities at https://www.fdacs.gov/Business-Services/Grant-Opportunities
Application Submission Deadline	03/10/2026 2 PM ET	Upload a completed .pdf application to Community Forestry Disaster Recovery
Application Evaluations	From 03/10/2026 To 06/10/2026	Review and evaluation of applications begin.
Award Notice (Anticipated)	06/10/2026	By U.S. mail on official FDACS letterhead
Subrecipient Agreement End Date	11/30/2027	Subrecipient Agreement

V. Submission Dates, Times, and Location

The electronic application submission deadline is 2:00 PM ET, March 10, 2026. Applicants must upload a complete PDF application packet to [Community Forestry Disaster Recovery](#)

Eligible applicants uploading an electronic pdf application are being advised to make sure that their application includes a budget plan that breaks down project costs by grant funds and match funds. Applicants are also being advised not to wait until the final date/time to upload their completed pdf application.

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It is the applicant's responsibility to ensure its submittal at the proper place and time indicated in the notice of federal financial assistance funding opportunity notice.

No extensions. No exceptions.

VI. Statutes and Regulations

The Urban and Community Forestry (UCF) Program is authorized by Section 9, Urban and Community Forestry Assistance, of the Cooperative Forestry Assistance Act of 1978 as amended [16 U.S.C. 2105]. This law authorizes the Secretary of Agriculture "to provide financial, technical, and related assistance to state Foresters or equivalent state officials for the purpose of encouraging states to provide information and technical assistance to units of local government and others that will encourage cooperative efforts to plan urban forestry programs and to plant, protect, maintain, and utilize wood from, trees in open spaces, greenbelts, roadside screens, parks, woodlands, curb areas, and residential developments in urban areas."

VII. Award Information

Total amount of funding available	\$1,500,000
Anticipated number of awards	20
Maximum grant award to a single applicant	\$75,000
Minimum grant award to a single applicant	\$5,000
Period of Performance	9/1/2026-11/30/2027
Minimum average score to qualify for funding	60

VIII. Definitions

1. Applicant: Entity that submits an application for federal financial assistance under this notice of funding opportunity.
2. Application Packet: Complete written response of the applicant to the notice of federal financial assistant funding opportunity including properly completed forms, supporting documents and attachments.
3. Business hours: 8 a.m. to 5 p.m. eastern standard time on business days.
4. Business days: Monday through Friday, excluding federal and state holidays.
5. Calendar days: All days, including weekends and holidays.
6. Commissioner: Commissioner of Agriculture for the State of Florida.
7. FDACS: Florida Department of Agriculture and Consumer Services, an agency of the State of Florida.
8. FFS: Florida Forest Service, a Division of FDACS.
9. Grant Manager: An employee of FDACS, who is designated to be responsible for the monitoring and management of the subrecipient agreement.
10. Local Government: A county government, a municipality (an incorporated city, town, or village), a school board district or an independent special district.

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11. Non-profit Organization: An organization which has filed an application with Florida's Secretary of State for nonprofit corporate status pursuant to Section 617, Florida Statutes, and has been issued a federal employer identification number by the Internal Revenue Service.

12. Subrecipient Agreement: Formal agreement that will be awarded to the successful applicant under this notice of federal financial assistance funding opportunity.

IX. Cost Sharing (Matching) Requirements

There is no match or cost sharing requirement for this funding opportunity. Administrative costs cannot exceed 20% of the total project costs.

Applicants are encouraged to supplement the grant award with matching costs to further the impact of their project, however, as no matching is required, this will only be tracked if an applicant submits match as part of their proposal. Evaluators may consider proposed matching funds as part of their evaluation, so any matching funds proposed by an applicant will be required as part of project completion.

X. Funding Source and/or Restrictions

FDACS reserves the right to award, or not award, subrecipient agreement(s) based on the availability of federal funds.

FDACS' obligation to pay under this subrecipient agreement is contingent upon funding by the federal agency.

Funding is available for project work initiated and completed during the award period.

Funding is subject to the amount of spending authority allocated by the Florida Legislature.

The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the subrecipient.

XI. Cost of Preparation

FDACS is not liable for any costs incurred by the applicant in response to the notice of federal financial assistance funding opportunity.

XII. Public Records

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a federal financial assistance funding opportunity are public records unless exempt by law. Any applicant claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

XIII. Request Application Packet

The application packet is available online at [FDACS Grant Opportunities](#)

If you are unable to download the application packet, a written request for the application packet should be submitted to Grants@fdacs.gov

ATTACHMENT #1

XIV. **General Instructions for Application Packet**

Carefully review all materials and prepare the responses accordingly.

The application packet must be complete and provide all the required information by the submission deadline to be considered. Application packets that fail to provide all the required forms and signatures will be considered non-responsive and consequently will be removed from the evaluation process.

For nonprofit applicants, documentation that verifies the official nonprofit status of an organization in accordance with Chapter 617, Florida Statutes, must be provided with the application.

Please ensure that all attachments reflect the applicant's name and funding opportunity number.

XV. **Application Package Components**

FDACS forms must be used. Substitute forms will not be reviewed. Do not alter the pages unless the page indicates that it can be modified. Applications that do not include all required pages will be removed from the evaluation process.

A complete application package consists of the following pages:

- *Coversheet /Application for Federal Financial Assistance Subaward*
- *Key Contact Information*
- *Project Narrative*
- *Scope of Work*
- *Budget Plan Narrative*
- *Budget Plan*
- *Key Person/Staff*
- *Performance Site/Locations*
- *Evidence (i.e., SAM.gov printout) of an active Unique Entity ID from the System of Award Management ([SAM.gov](https://www.sam.gov))*
- *Assurances Subrecipient Award*
- *Certification Regarding Lobbying*
- *Certification Regarding Debarments, Suspension, Ineligibility*
- *Certification Statement*
- *Additional requirements for each project type listed under section II.*

XVI. **Clarifications/Revisions**

Before award, FDACS reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all applicants deemed eligible for the subrecipient agreement. Failure to provide requested information may result in rejection of the application.

XVII. **Rejection of Applications**

FDACS reserves the right to reject any and all applications or waive any minor irregularities when to do so would be in the best interest of the State of Florida, and to reject the proposal of an applicant whom FDACS determines is not in a position to perform the scope of work. Minor irregularities are those which will not have a significant or adverse effect on overall completion or performance.

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XVIII. System for Award Management (SAM) Registration

Applicants must have an active Unique Entity ID (UEI) in the U.S. General Services Administration (GSA), System of Award Management (SAM) by the submission deadline. The applicant is required to maintain an active UEI for the duration of the award.

Applicants who have an active exclusion with Sam.gov may not be eligible for an award.

Applicants must provide documented proof (e.g., SAM.gov printout) of the active UEI registration from Sam.Gov with expiration date clearly visible in the application package.

Information on registering with the GSA / SAM is available at <https://sam.gov/entity-registration>.

XIX. Late Applications

Applications received by FDACS after the application submission deadline will be rejected as untimely.

XX. Evaluation Criteria

An initial review of all applications will be completed and applications failing to submit all required information will be removed from consideration.

Each application will be evaluated and scored based on the criteria listed below.

- a. Demonstrated Ability - 20 Points Maximum
The highest score will be given to applications that demonstrate the applicant is fully capable of meeting the requirements of this project specified under section IV.
- b. Demonstrated Need - 20 Points Maximum
The highest score will be given to applications that best demonstrate that their project will fulfill a need in their community for the category they are applying under. Applicants should demonstrate that their project will generate significant value for the community.
- c. Technical Strength – 20 Points Maximum.
The highest score will be given to applications which indicate the final product will be of the highest quality possible with the highest resolution imagery being utilized for assessment.
- d. Cost Effectiveness - 20 Points Maximum
The highest score will be given to applications that will clearly maximize results with the efficient use of grant dollars, clearly describe how funds will be expended, and adhere to the cost parameters listed in this RFA.
- e. Community Engagement- 10 Points Maximum
The highest score will be given to applications that demonstrate the applicant will best be able to engage the community receiving assistance through project efforts. This engagement should be considered at multiple points during the project's duration.
- f. Completeness of Proposal - 10 Points Maximum

ATTACHMENT #1

The highest score will be given to applications which are complete, including all the required attachments, and provide a detailed explanation of the application.

The scores for each factor will be added to obtain a total score for each applicant. Funding will be awarded to applicants according to the total score received. Applicants will need to earn a minimum score of sixty (60) points to qualify for funding. FDACS reserves the right to recommend partial funding of applicants.

XXI. Evaluator(s)

FDACS' evaluator(s) will consist of five (5) individuals who FDACS determines have experience and knowledge in the program areas. The evaluator(s) will conduct a fair, impartial, and comprehensive evaluation of applications received in response to this notice of federal financial assistance funding opportunity. The evaluator(s) could be municipal/county arborists or county foresters, non-profit organization representatives, city municipal staff (Parks and Recreation, etc.) or FFS personnel. Entities that employ resources, staff, or participate in the evaluation of applications for this funding opportunity are not eligible for award.

XXII. Anticipated Announcement and Award Dates

The evaluation and selection process are expected to be no longer than 60 days after the submission deadline. Applicants will be notified directly of their application status once selections have been made.

XXIII. Award Notice

Upon the completion of FDACS' evaluation of applications, all applicants will be notified regarding their status.

FDACS reserves the right to negotiate and/or adjust the final award amount and scope of work prior to award.

The successful applicants will have thirty (30) days to fully execute the FDACS Subrecipient Agreement. Failure by the subrecipient to sign and return the Subrecipient Agreement, within 30 days upon receipt of the agreement, shall constitute forfeiture of the award.

Although it is the intent of FDACS to expedite the subrecipient grant award process as much as possible, applicants should be aware that execution of a Subrecipient Agreement could be delayed for some time until federal funding is received. Projects should be scheduled accordingly. No costs to be charged against the subrecipient award or counted as match can be incurred before the Subrecipient Agreement is executed.

THIS IS NOT A COMPETITIVE SOLICITATION SUBJECT TO THE NOTICE OR CHALLENGE PROVISIONS OF SECTION 120.57(1) AND 120.57(3), FLORIDA STATUTES.

XXIV. Programmatic, Administrative and National Policy Requirements

The applicant shall be in compliance with all laws, rules, and regulations applicable to the federal funds provided by the federal financial assistance funding opportunity.

The applicant shall maintain an accounting system and a set of accounting records which allow for the identification of revenues and expenditures related to this funding opportunity.

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XXV. **Acknowledgment of Funding**

The subrecipient shall have an acknowledgement of the USDA Forest Service support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public.

XXVI. **Performance Report**

The applicant will submit a performance report as required using the format and content shown on the FDACS form which is downloadable at <http://forms.fdacs.gov/02018.pdf>.

XXVII. **Reimbursement Requests**

All reimbursement requests must be submitted using FDACS' standard payment request packet, unless otherwise noted in the special conditions of the subrecipient agreement and provide supporting documentation for each cost. The subrecipient shall submit the payment request packet to the recipient's grant manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary, and reasonable, and must be submitted by budget category consistent with the budget plan submitted with applicant's application. The payment request packet is downloadable <http://forms.fdacs.gov/02019.pdf>.

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Any travel expenses must be specified in the budget plan and scope of work.

The FDACS agreement with the federal agency is a cost reimbursement format; therefore, no advance payments will be provided.

Any work performed on the project and/or any expenditure made prior to a fully executed subrecipient agreement and written authorization from FDACS is ineligible for reimbursement.

XXVIII. **Disclaimer**

The receipt of applications in response to the notice of federal financial assistance funding opportunity does not imply or guarantee that any one or all qualified applicants will result in a subrecipient agreement with FDACS.

XXIX. **Questions**

Applicants shall address all questions regarding this federal financial assistance funding opportunity notice to the purchasing office. All questions submitted shall be published and answered in a manner that all applicants will be able to view. Each applicant is responsible for monitoring [FDACS Grant Opportunities](#) for updates and notifications regarding this funding opportunity.

All questions about this funding opportunity shall be directed to Grants@FDACS.gov

ATTACHMENT #1

The Florida Department of Agriculture and Consumer Services offers its programs to all eligible persons regardless of race, color, national origin, religion, gender, age, disability, marital or veteran status, or any other legally protected status.



WILTON SIMPSON
COMMISSIONER

ATTACHMENT #2
Florida Department of Agriculture and Consumer Services
Division of Administration

APPLICATION FOR FEDERAL FINANCIAL ASSISTANCE SUBAWARD

2 CFR 200

Instructions for Application Packet

*Each field of the application must be completed.

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Amount of funds requested for this project - List the total amount of funds required to complete the scope of work.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.
4. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
5. Subrecipient Registered in SAM - All applicants must be registered in the System of Award Management (SAM) to obtain federal financial assistance. Individuals are not required to register in SAM.
6. Street Address - Record the street address as recognized by the U.S. Postal Service. Do not record a P.O. Box.
7. City - Record the city.
8. State - Record the state.
9. Zip Code plus 4 - Record the nine-digit U.S. Postal Code.
10. Mailing address (if different from above) - Record a different mailing address.
11. Phone Number - Record a 10-digit (xxx-xxx-xxxx) daytime phone number.
12. Fax Number - Record a 10-digit (xxx-xxx-xxxx) fax number.
13. Is the subrecipient delinquent on any federal debt? Record yes or no. The question applies to the applicant. Categories of federal debt include, but are not limited to, delinquent loans, tax, and audit disallowances. If yes, provide an explanation.
14. Cost Sharing (Match) if applicable - Record the value of cost share to be provided.
15. Congressional District - Record the applicant's congressional district.
16. Name and contact information for matters involving this application.
17. Subrecipient Type - Circle the type of subrecipient.
18. Descriptive title of Subrecipient Project - Record a brief descriptive title of the project.
19. Funding Period - Enter the dates, within the award period, as to when the project will begin and finish.
20. Location of Proposed Program/Project - Record the physical address of where the scope of work will be completed.
21. Total # of full-time employees - Record the number of full-time employees. A full-time employee works 40 hours per week.
22. Total # of part-time employees - Record the number of part-time employees. A part-time employee works less than 40 hours per week.
23. Is your organization a 501(c)(3) tax exempt organization? Record yes or no.
24. Has your organization previously received federal financial assistance from FDACS? Record yes or no. Please answer yes if the funding has been received within the last three years.
25. The application must be signed and dated by an authorized representative of the applicant organization.

ATTACHMENT #2

Florida Department of Agriculture and Consumer Services
Division of Administration

APPLICATION FOR FEDERAL FINANCIAL ASSISTANCE SUBAWARD

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number:		2. Amount of funds requested for this project:	
3. Subrecipient Legal Name:			
4. Subrecipient FEIN:		6. Subrecipient Registered in SAM:	
7. Street Address:			
8. City:		9. State:	
		10. Zip Code plus 4:	
11. Mailing Address (if different from above):			
12. Phone Number:		13. Fax Number:	
14. Is the subrecipient delinquent on any federal debt?		15. Cost Sharing (Match):	
		16. Congressional District:	
17. Name and contact information of person to be contacted on matters involving this application:			
Name:			
Phone Number:		Email:	
18. Subrecipient Type: (Check One)			
Institution of Higher Education		Indian Tribal Government Non-Profit Organization	Individual State Government
		Local Government Other	
19. Descriptive Title of Subrecipient Project:			
20. Funding Period		21. End Date:	
Start Date:			
21. Location of Proposed Program/Project:			
22. Total # of full-time employees:		23. Total # of part-time employees:	
24. Is your organization a 501(c)(3) tax exempt organization?			
25. Has your organization previously received federal financial assistance from FDACS?			
26. By signing this application, I certify that the statements herein are true, complete, and accurate to the best of my knowledge. I have also provided the required attachments and assurances. I agree to comply with all terms and conditions if I accept an award.			
Authorized Representative Name:		Title:	
Phone Number:		Email Address:	
Signature of Authorized Representative:			Date Signed:

ATTACHMENT #2
Florida Department of Agriculture and Consumer Services
Division of Administration

KEY CONTACT INFORMATION

2 CFR 200

Instructions for Application Packet - Key Contact Form

*Each field of the key contact form must be completed.

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.
4. Contact Project Role: Authorized Representative - Record requested information.
5. Contact Project Role: Grant Manager - Record requested information.
6. Contact Project Role: Fiscal Contact - Record requested information.
7. Contact Project Role: Principal Investigator - Record requested information.

ATTACHMENT #2
Florida Department of Agriculture and Consumer Services
Division of Administration

KEY CONTACT FORM
2 CFR 200

Federal Financial Assistance Funding Opportunity Number:		Subrecipient FEIN:	
Subrecipient Legal Name:			
Contact Project Role: Authorized Representative			
Name:			
Title:		Phone Number:	Fax Number:
Street Address:			
City:	State:	Zip Code plus 4:	
Mailing Address (If different from above):			
Contact Project Role: Grant Manager			
Name:			
Title:		Phone Number:	Fax Number:
Street Address:			
City:	State:	Zip Code plus 4:	
Mailing Address (If different from above):			
Contact Project Role: Fiscal Contact			
Name:			
Title:		Phone Number:	Fax Number:
Street Address:			
City:	State:	Zip Code plus 4:	
Mailing Address (If different from above):			
Contact Project Role: Principal Investigator			
Name:			
Title:		Phone Number:	Fax Number:
Street Address:			
City:	State:	Zip Code plus 4:	
Mailing Address (If different from above):			

ATTACHMENT #2
Florida Department of Agriculture and Consumer Services
Division of Administration

PROJECT NARRATIVE
2 CFR 200

Instructions for Application Packet - Project Narrative

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Amount of funds requested for this project - List the total amount of funds required to complete the scope of work.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM. Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.
4. The header section of each page of the project narrative must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.
5. The project narrative must not exceed (2) 8 ½" by 11" single sided pages. Additional pages beyond the page limitation will not be considered.
6. The project narrative must include, but is not limited to:
 - A statement of need for the federal financial assistance and how the project will address the need.
 - A description of the expected project outcomes. The measurable objectives and specific targets of the expected project outcomes should be specified.
 - A plan of action to achieve the projected outcomes and how the plan of action will be accomplished.
 - A timeline of activities or implementation schedule.
 - Collaboration details, if any.
 - Information on key personnel including their background and experience with the project objectives. An indication of the amount of effort the key personnel will provide to the project.
 - Precise location of the project or the area to be served/benefited by the project.
 - A statement of whether this project relates to any other project, current or anticipated.

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Florida Department of Agriculture and Consumer Services
Division of Administration

PROJECT NARRATIVE
2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number:	2. Amount of funds requested for this project:
3. Subrecipient Legal Name:	
Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.	
Project Narrative:	

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Florida Department of Agriculture and Consumer Services
Division of Administration

SCOPE OF WORK
2 CFR 200

Instructions for Application Packet - Scope of Work

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM. **Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.**
4. The header section of each page of the scope of work must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.
5. The scope of work must not exceed (2) 8 ½" by 11" single sided pages. Additional pages beyond the page limitation will not be considered.
6. The scope of work must include, but is not limited to:
 - Describe in detail the activity or work to be conducted. Include project location information.
 - Describe specific project objectives, tasks, and deliverables and related timelines for each. Include who will perform the tasks.
 - Objectives and tasks should relate to the project narrative.
 - Discuss how the scope of work is feasible and can be completed within the award period.
 - Provide quantifiable, measurable and verifiable units of deliverables.
 - Deliverables must be directly related to the scope of work.

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Florida Department of Agriculture and Consumer Services
Division of Administration

SCOPE OF WORK
2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number:	2. Subrecipient FEIN:				
3. Subrecipient Legal Name:					
Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.					
Performance Measures					
Deliverable #	Tasks	Task Description	Indicator	Costs per Unit	Outcome Measures
Describe in detail the activity or work to be conducted.					

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Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN NARRATIVE
2 CFR 200

Instructions for Application Packet - Budget Plan Narrative

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM. **Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.**
4. The header section of each page of the budget plan narrative must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.
5. The budget plan narrative must not exceed (2) 8 ½" by 11" single sided pages. Additional pages beyond the page limitation will not be considered.
6. Describe line items for each applicable budget category shown on the budget plan. Provide sufficient detail to clearly indicate the estimated funding amounts for each project task contained in the scope of work.
7. Project costs will be evaluated for reasonableness and necessity. Any travel costs must be in compliance with the State of Florida travel rules.
8. Indirect costs are at the rate approved by the applicant's cognizant agency. A copy of the approved rate must be attached to the application. If the applicant has never received a negotiated indirect cost, provide a statement indicating the applicant is electing to charge a de minimis rate of 10% of modified total direct costs.

ATTACHMENT #2
Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN NARRATIVE
2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number:		2. Subrecipient FEIN:	
3. Subrecipient Legal Name:			
Direct Costs			
Personnel Costs		Provide job titles, rate of pay (hourly/salary) and percentage of time to spend on project (FTE) or hours per week. The total for all personnel costs must match to the budget plan.	
	Example	To achieve the objective of monitoring ponds within Liberty County will require 10 inspectors working 20 hours per week for 4 weeks at an hourly rate of \$25.50. Total cost is \$20,400.	
	Example	To achieve the objective of testing water samples from ponds within Liberty County will require 1 chemist. The chemist will work 20% of their time on the project for one year. The annual salary is \$60,000. Total cost is \$12,000.	
Fringe Benefits		Employer costs for social security taxes, workers compensation, health insurance, life insurance and retirement. A percentage may be used when calculating an amount for the budget plan. Only the actual cost of each fringe benefit is chargeable to the award.	
Travel (if authorized)		Provide a description of travel purpose, destination of each trip, number of travelers, timeline, and relationship to the project objectives.	
Equipment (if authorized)		Provide a description of the equipment to be purchased and the task on which the equipment will be used.	
Supplies		Provide a description of the consumable materials to be acquired for each specific deliverable(s).	
Contractual (if authorized)		Provide an explanation as to the need to hire a third party to complete the work. Provide the rate, number of staff, and task to be completed.	
Other Expenses		Direct costs, which do not fit any of the other categories. Provide a description, amount and relationship to a deliverable.	
Indirect Costs			
Indirect Charges		Provide an approved indirect cost rate or a statement indicating the entity has never received a negotiated indirect cost rate and elect to charge a de minimis rate of 10% of modified total direct costs.	

ATTACHMENT #2
Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN
2 CFR 200

Instructions for Application Packet - Budget Plan

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.

The header section of the budget plan must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.

The applicant shall submit a budget plan for its projected costs to implement the scope of work submitted with the application. The budget plan shall provide the estimated costs by category in order to carry out the scope of work.

ATTACHMENT #2
Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN
2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number:				2. Subrecipient FEIN:	
3. Subrecipient Legal Name:					
Category	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total Estimated Budget
Personnel					
Fringe Benefits					
Travel (if authorized)					
Equipment (if authorized)					
Supplies					
Contractual (if authorized)					
Other Expenses					
Total Direct Charges					
Indirect Charges					
Total Amount					

ATTACHMENT #2
Florida Department of Agriculture and Consumer Services
Division of Administration

KEY PERSON / STAFF
2 CFR 200

Instructions for Application Packet - Key Person / Staff

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.

The header section of the key person/staff must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.

Each application must include descriptions of key personnel and their qualifications to meet the requirements of the notice of funding opportunity. An individual form will be completed for each key person/staff member. Include an estimate of the number or hours or percentage of time devoted to the project.

Key personnel are individuals who contribute in a substantive and meaningful way to the execution or development of the project. Reimbursement of salary costs are not required for an individual to be considered key personnel. Consultants or contract employees may be included if they meet the definition.

ATTACHMENT #2
Florida Department of Agriculture and Consumer Services
Division of Administration

KEY PERSON / STAFF
2 CFR 200

An individual form must be completed for each key person/staff member. Include an estimate of the number of hours or percentage of time devoted to the project.		
1. Federal Financial Assistance Funding Opportunity Number:		2. Subrecipient FEIN:
3. Subrecipient Legal Name:		
Person Name:	Title:	Hours of % of time devoted to the project:
Phone Number:	Email Address:	
Qualifications:		

ATTACHMENT #2
Florida Department of Agriculture and Consumer Services
Division of Administration

PERFORMANCE SITE / LOCATIONS
2 CFR 200

Instructions for Application Packet - Performance Site / Locations

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.

Each application must include a list of site(s)/locations(s) where the work will be performed.

The reimbursement of facilities cost will only be allowable for site(s)/location(s) listed on the form. The allocation of facilities cost must be based upon the square footage used by the project activities.

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Florida Department of Agriculture and Consumer Services
Division of Administration

PERFORMANCE SITE / LOCATIONS

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number:		2. Subrecipient FEIN:	
3. Subrecipient Legal Name:			
I am submitting an application as an individual, and not on behalf of a company, state, local, or tribal government, academia, or other type of organization.			Check Box ☐
Project/Performance Site Primary Location			
Street Address:			
City:		State:	Zip Code plus 4:
Mailing Address (If different from above):			
Phone Number:	Fax Number:	County:	Project/Performance Site Congressional District:
Project/Performance Site Location 1			
Street Address:			
City:		State:	Zip Code plus 4:
Mailing Address (If different from above):			
Phone Number:	Fax Number:	County:	Project/Performance Site Congressional District:
Project/Performance Site Location 2			
Street Address:			
City:		State:	Zip Code plus 4:
Mailing Address (If different from above):			
Phone Number:	Fax Number:	County:	Project/Performance Site Congressional District:
Project/Performance Site Location 3			
Street Address:			

ATTACHMENT #2

City:		State:		Zip Code plus 4:	
Mailing Address (If different from above):					
Phone Number:		Fax Number:		County:	
Project/Performance Site Congressional District:					
Project/Performance Site Location 4					
Street Address:					
City:		State:		Zip Code plus 4:	
Mailing Address (If different from above):					
Phone Number:		Fax Number:		County:	
Project/Performance Site Congressional District:					
Project/Performance Site Location 5					
Street Address:					
City:		State:		Zip Code plus 4:	
Mailing Address (If different from above):					
Phone Number:		Fax Number:		County:	
Project/Performance Site Congressional District:					
Project/Performance Site Location 6					
Street Address:					
City:		State:		Zip Code plus 4:	
Mailing Address (If different from above):					
Phone Number:		Fax Number:		County:	
Project/Performance Site Congressional District:					
Project/Performance Site Location 7					
Street Address:					
City:		State:		Zip Code plus 4:	
Mailing Address (If different from above):					
Phone Number:		Fax Number:		County:	
Project/Performance Site Congressional District:					

ATTACHMENT #2
Florida Department of Agriculture and Consumer Services
Division of Administration

**FEDERAL ASSURANCE FOR FEDERAL FINANCIAL
ASSISTANCE SUBRECIPIENT AWARD**

2 CFR 200

Federal Financial Assistance Funding Opportunity Number:
Subrecipient Legal Name:
Subrecipient FEIN:
As the duly authorized representative of the Subrecipient, I certify that to the extent applicable, the Subrecipient:
1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the Recipient, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the subrecipient award; and will establish a proper accounting system in accordance with generally accepted accounting principles or Recipient directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frames after receipt of approval of the Recipient.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

ATTACHMENT #2

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.	
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).	
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.	
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).	
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.	
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.	
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.	
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR, Part 200 Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards, Subpart F Audit Requirements.	
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.	
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect, (2) Procuring a commercial sex act during the period of time that the award is in effect or, (3) Using forced labor in the performance of the award or subawards under the award.	
20. Will comply with and enforce the requirements for a drug-free workplace as mandated in 2 CFR Part 421, "Requirements for Drug-Free Workplace".	
21. Will comply with 2 CFR 417, Subpart C to ensure that any vendor or subcontractor that carries out the provisions of this agreement are not debarred or suspended.	
22. Will comply with the Executive Order 13513 entitled "Federal Leadership on Reducing Text Messaging While Driving" by prohibiting employees, contractors, and subcontractors from texting while driving on official business and or in federally owned, rented or leased vehicles or privately owned vehicles when on official government business or when performing any work for or on behalf of or in cooperation with the federal government.	
Authorized Representative Name:	Title:
Signature of Authorized Representative:	Date Signed:
Application Organization:	

ATTACHMENT #2
Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION REGARDING LOBBYING

2 CFR 200

Federal Financial Assistance Funding Opportunity Number:	
Subrecipient Legal Name:	
Subrecipient FEIN:	
The undersigned certifies, to the best of his or her knowledge and belief, that:	
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.	
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.	
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.	
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.	
Authorized Representative Name:	Title:
Signature of Authorized Representative:	Date Signed:
Application Organization:	

ATTACHMENT #2

Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER FEDERALLY FUNDED TRANSACTIONS

2 CFR 200

Federal Financial Assistance Funding Opportunity Number:
Subrecipient Legal Name:
Subrecipient FEIN:
This certification is pursuant to Executive Order 12549, Debarment and Suspension and implemented at 2 CFR parts 180 and 1880.
Instructions for Certification
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certifications set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification. In addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ATTACHMENT #2

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participating in this transactions, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

1. The prospective lower tier participant certifies to the best of its knowledge and belief, that it and its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective lower tier participant shall attach an explanation to this proposal.

Authorized Representative Name:

Title:

Signature of Authorized Representative:

Date Signed:

Application Organization:

ATTACHMENT #2
Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION STATEMENT
2 CFR 200

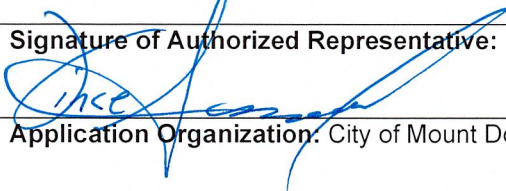
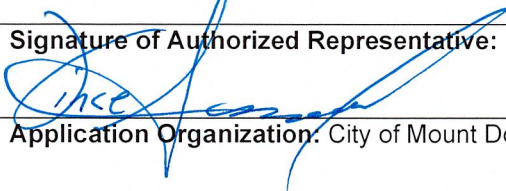
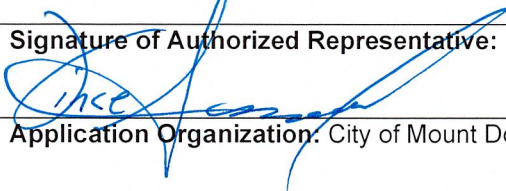
Federal Financial Assistance Funding Opportunity Number:	
Subrecipient Legal Name:	
Subrecipient FEIN:	
By signing this page, the undersigned certifies that:	
A. This application is in all respects fair and submitted in good faith, without collusion or fraud;	
B. If selected through this application process, the subrecipient will work in good faith and in partnership with the Florida Department of Agriculture and Consumer Services to manage its subrecipient agreement in a timely and accurate manner;	
C. Any funds awarded as a result of this application process will not be used to supplant or replace any state or local funds;	
D. Any funds awarded as a result of this application process will not be used as matching funds to apply for or receive other federal funds;	
E. No federal funds will be used as match for funds awarded as a result of this application process.	
F. The undersigned has full authority to bind the applicant.	
Authorized Representative Name:	Title:
Signature of Authorized Representative:	Date Signed:
Application Organization:	

Florida Department of Agriculture and Consumer Services
Division of Administration

APPLICATION FOR FEDERAL FINANCIAL ASSISTANCE SUBAWARD

2 CFR 200

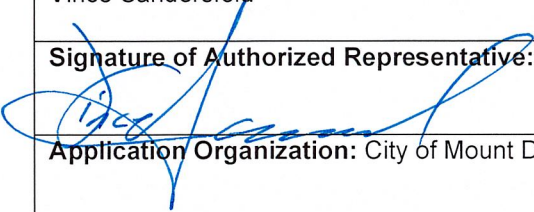
1. Federal Financial Assistance Funding Opportunity Number: 25-DG-11083112-009-R		2. Amount of funds requested for this project: \$20,000	
3. Subrecipient Legal Name: City of Mount Dora			
4. Subrecipient FEIN: 596000380		6. Subrecipient Registered in SAM: KRYJPNM9B9M7	
7. Street Address: 510 N. Baker Street			
8. City: Mount Dora		9. State: FL	
		10. Zip Code plus 4: 32757-5521	
11. Mailing Address (if different from above): N/A			
12. Phone Number: 352-735-7100		13. Fax Number: 352-735-4801	
14. Is the subrecipient delinquent on any federal debt? No		15. Cost Sharing (Match): \$0	
		16. Congressional District: 6	
17. Name and contact information of person to be contacted on matters involving this application: Name: Name: Mark Miller, City Urban Forester and Certified Arborist (SO#0582A) Phone Number: (352) 735-7151 Ext. 1826 Email: millerm@mountdora.gov			
18. Subrecipient Type: (Check One) Indian Tribal Government Individual ☒ Local Government Institution of Higher Education Nonprofit Organization State Government Other			
19. Descriptive Title of Subrecipient Project: Donnelly Street Tree Planting Project			
20. Funding Period		Start Date: 9/1/2026 End Date: 9/30/2027	
21. Location of Proposed Program/Project: Donnelly Street, Mount Dora, FL 32757			
22. Total # of full-time employees: 277		23. Total # of part-time employees: 0	
24. Is your organization a 501(c)(3) tax exempt organization? No			
25. Has your organization previously received federal financial assistance from FDACS? Yes			
26. By signing this application, I certify that the statements herein are true, complete, and accurate to the best of my knowledge. I have also provided the required attachments and assurances. I agree to comply with all terms and conditions if I accept an award.			
Authorized Representative Name: Vince Sandersfeld		Title: City Manager	
Phone Number: 352-735-7126		Email Address: sandersfeldv@ci.mount-dora.fl.us	
Signature of Authorized Representative: 			Date Signed: 3/2/2026

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.							
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).							
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.							
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).							
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.							
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.							
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.							
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR, Part 200 Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards, Subpart F Audit Requirements.							
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.							
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect, (2) Procuring a commercial sex act during the period of time that the award is in effect or, (3) Using forced labor in the performance of the award or subawards under the award.							
20. Will comply with and enforce the requirements for a drug-free workplace as mandated in 2 CFR Part 421, "Requirements for Drug-Free Workplace".							
21. Will comply with 2 CFR 417, Subpart C to ensure that any vendor or subcontractor that carries out the provisions of this agreement are not debarred or suspended.							
22. Will comply with the Executive Order 13513 entitled "Federal Leadership on Reducing Text Messaging While Driving" by prohibiting employees, contractors, and subcontractors from texting while driving on official business and or in federally owned, rented or leased vehicles or privately owned vehicles when on official government business or when performing any work for or on behalf of or in cooperation with the federal government.							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> Authorized Representative Name: Vince Sandersfeld </td> <td style="width: 50%; padding: 5px;"> Title: City Manager </td> </tr> <tr> <td style="padding: 5px;"> Signature of Authorized Representative:  </td> <td style="padding: 5px;"> Date Signed: 3/2/2026 </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> Application Organization: City of Mount Dora </td> </tr> </table>		Authorized Representative Name: Vince Sandersfeld	Title: City Manager	Signature of Authorized Representative: 	Date Signed: 3/2/2026	Application Organization: City of Mount Dora	
Authorized Representative Name: Vince Sandersfeld	Title: City Manager						
Signature of Authorized Representative: 	Date Signed: 3/2/2026						
Application Organization: City of Mount Dora							

Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION REGARDING LOBBYING

2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 25-DG-11083112-009-R	
Subrecipient Legal Name: City of Mount Dora	
Subrecipient FEIN: 596000380	
The undersigned certifies, to the best of his or her knowledge and belief, that:	
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.	
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.	
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.	
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.	
Authorized Representative Name: Vince Sandersfeld	Title: City Manager
Signature of Authorized Representative: 	Date Signed: 3/2/2026
Application Organization: City of Mount Dora	

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participating in this transactions, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

1. The prospective lower tier participant certifies to the best of its knowledge and belief, that it and its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective lower tier participant shall attach an explanation to this proposal.

Authorized Representative Name:

Vince Sandersfeld

Title:

City Manager

Signature of Authorized Representative:

Date Signed:

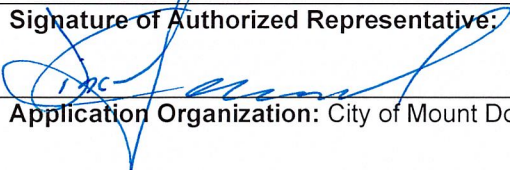
3/2/2024

Application Organization: City of Mount Dora

Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION STATEMENT

2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 25-DG-11083112-009-R	
Subrecipient Legal Name: City of Mount Dora	
Subrecipient FEIN: 596000380	
By signing this page, the undersigned certifies that:	
A. This application is in all respects fair and submitted in good faith, without collusion or fraud;	
B. If selected through this application process, the subrecipient will work in good faith and in partnership with the Florida Department of Agriculture and Consumer Services to manage its subrecipient agreement in a timely and accurate manner;	
C. Any funds awarded as a result of this application process will not be used to supplant or replace any state or local funds;	
D. Any funds awarded as a result of this application process will not be used as matching funds to apply for or receive other federal funds;	
E. No federal funds will be used as match for funds awarded as a result of this application process.	
F. The undersigned has full authority to bind the applicant.	
Authorized Representative Name: Vince Sandersfeld	Title: City Manager
Signature of Authorized Representative: 	Date Signed: 3/2/2026
Application Organization: City of Mount Dora	



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 17, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Ratification of the Nineteenth and Twentieth Extensions of **Resolution No. 2025-45**, Declaring a Local State of Emergency Related to October 26-October 27, 2025 Flood Event

Introduction:

This is a request for Council to ratify the Nineteenth and Twentieth Extensions of Resolution No. 2025-45, Local State of Emergency Related to October 26-October 27, 2025 Flood Event.

Discussion:

Section 252.38(3)(a)(5), Florida Statutes, authorizes municipalities to declare a local state of emergency for a duration of seven (7) days, which may be extended in additional seven-day increments as necessary. During such time, the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take any prudent action necessary to ensure the health, safety, and welfare of the community.

On October 27, 2025, in response to the flooding event occurring between October 26 and October 27, 2025, Mayor Homich signed Resolution No. 2025-45, declaring a local state of emergency within all territory inside the legal boundaries of the City of Mount Dora for a seven-day duration. On the same date, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency. On October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event.

City of Mount Dora Resolution No. 2025-45 was ratified at a City Council Special Meeting on October 29, 2025, at which a quorum of the City Council was present.

Chapter 252, *Florida Statutes*, and Resolution 2025-45 permit the mayor, City Manager or his or her designee, to extend a local state of emergency if a quorum of the City Council is unavailable. Due to the ongoing suffering caused by the October 26-27, 2025 Flood Event, and to ensure the health, safety, and welfare of the community, its residents, and public facilities, the local state of

emergency was further extended for all territory within the legal boundaries of the City of Mount Dora for additional 7-day durations, up to and including January 26, 2026. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

City Council Extension to State of Emergency Approval History:

Extension	Date Adopted/Signed	Date Ratified by City Council	Extension Expires
1st	11/03/2025	11/04/2025	11/10/2025
2nd	11/10/2025	11/18/2025	11/17/2025
3rd	11/17/2025	11/18/2025	11/24/2025
4th	11/24/2025	12/02/2025	12/01/2025
5th	12/01/2025	12/02/2025	12/08/2025
6th	12/08/2025	12/16/2025	12/15/2025
7th	12/15/2025	12/16/2025	12/22/2025
8th	12/22/2025	01/06/2026	12/29/2025
9th	12/29/2025	01/06/2026	01/05/2026
10th	01/05/2026	01/06/2026	01/12/2026
11th	01/12/2026	01/20/2026	01/19/2026
12th	01/19/2026	01/20/2026	01/26/2026
13th	01/26/2026	02/03/2026	02/02/2026
14th	02/02/2026	02/03/2026	02/09/2026
15th	02/09/2026	02/17/2026	02/16/2026
16th	02/16/2026	02/17/2026	02/23/2026
17th	02/23/2026	03/03/2026	03/02/2026
18th	03/02/2026	03/03/2026	03/09/2026
19th	03/09/2026	03/17/2026	03/16/2026
20th	03/16/2026	03/17/2026	03/23/2026

Budget Impact:

In the event any expenses are incurred as a result of the flood event, a budget amendment will be presented to City Council as potential reimbursements are received, indicating the fund accounts to be adjusted as a result of emergency expenses.

Strategic Impact:

Strategic Initiative 3: Strengthen and Expand Mount Dora's Infrastructure

Recommendation:

Council ratify the Nineteenth and Twentieth Extensions of Resolution No. 2025-45, Local State of Emergency Related to the October 26-October 27, 2025 Flood event.

Attachment(s):

1. 03.17.2026.NINETEENTH EXTENSION OF RESOLUTION 2025-45 (pab)
2. 03.17.2026.TWENTIETH EXTENSION OF RESOLUTION 2025-45 (pab)

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 3/5/2026

Approved - 3/5/2026

Approved - 3/5/2026

Approved - 3/11/2026

Approved - 3/11/2026

Final Approval - 3/11/2026

NINETEENTH EXTENSION OF RESOLUTION 2025-45

WHEREAS, on October 27, 2025, the City of Mount Dora declared a local state of emergency by adoption of Resolution No. 2025-45 due to severe flooding resulting from significant rainfall occurring on October 26 and October 27, 2025; and

WHEREAS, on October 27, 2025, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency; and

WHEREAS, on October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event; and

WHEREAS, on October 29, 2025, the City Council adopted and ratified Resolution 2025-45; and

WHEREAS, the flooding caused overflowing waterways, saturated soils, damage to public and private property, disruption of City services, and threats to the health, safety, and welfare of residents, visitors, and public facilities; and

WHEREAS, the City, its residents, and its facilities continue to suffer the effects of the flooding event, and emergency response, recovery, and mitigation efforts remain necessary; and

WHEREAS, Section 252.38(3)(a)(5), Florida Statutes, provides that the City may declare a local state of emergency for a 7-day duration, which may be extended as necessary in 7-day increments, during which the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, Florida Statutes, and Resolution 2025-45 permit the Mayor, City Manager, or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, a quorum of the City Council was unavailable to convene prior to the expiration of the initial 7-day emergency period; and

WHEREAS, on November 3, 2025, the City extended the declared local state of emergency until November 10, 2025; and

WHEREAS, the First Extension of Resolution No. 2025-45 was ratified by City Council at the Regular Session held November 4, 2025; and

WHEREAS, the declared local state of emergency has been extended in additional seven (7)-day increments thereafter and each extension has been duly ratified by the City Council; and

Nineteenth Extension of Resolution No. 2025-45

Page 1 of 2

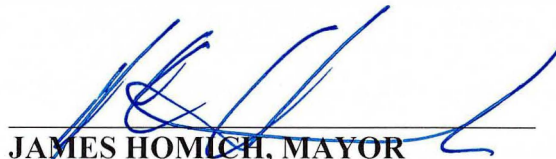
WHEREAS, it is the intent of the City of Mount Dora to extend Resolution No. 2025-45 due to the ongoing impacts of the flooding event and to ensure the continued protection of the health, safety, and welfare of the community, its residents, and public facilities.

NOW, THEREFORE, BE IT RESOLVED that effective March 9, 2026, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including March 16, 2026.

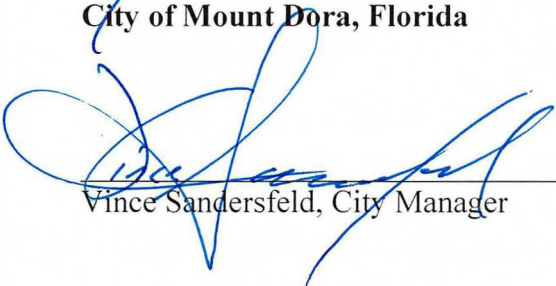
Further extensions may be issued when prudent by the Mayor, City Manager, or his or her designee in the absence of a quorum of the City Council.

PASSED AND ADOPTED this 9th day of March, 2026

RATIFIED AT A THE _____, 2026 CITY COUNCIL REGULAR SESSION.



JAMES HOMICH, MAYOR
City of Mount Dora, Florida



Vince Sandersfeld, City Manager

ATTEST:



Jeanann Hand
City Clerk

For the use and reliance of the City of Mount Dora only. Approved as to form and legal sufficiency



Patrick Brackins
City Attorney

TWENTIETH EXTENSION OF RESOLUTION 2025-45

WHEREAS, on October 27, 2025, the City of Mount Dora declared a local state of emergency by adoption of Resolution No. 2025-45 due to severe flooding resulting from significant rainfall occurring on October 26 and October 27, 2025; and

WHEREAS, on October 27, 2025, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency; and

WHEREAS, on October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event; and

WHEREAS, on October 29, 2025, the City Council adopted and ratified Resolution 2025-45; and

WHEREAS, the flooding caused overflowing waterways, saturated soils, damage to public and private property, disruption of City services, and threats to the health, safety, and welfare of residents, visitors, and public facilities; and

WHEREAS, the City, its residents, and its facilities continue to suffer the effects of the flooding event, and emergency response, recovery, and mitigation efforts remain necessary; and

WHEREAS, Section 252.38(3)(a)(5), Florida Statutes, provides that the City may declare a local state of emergency for a 7-day duration, which may be extended as necessary in 7-day increments, during which the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, Florida Statutes, and Resolution 2025-45 permit the Mayor, City Manager, or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, a quorum of the City Council was unavailable to convene prior to the expiration of the initial 7-day emergency period; and

WHEREAS, on November 3, 2025, the City extended the declared local state of emergency until November 10, 2025; and

WHEREAS, the First Extension of Resolution No. 2025-45 was ratified by City Council at the Regular Session held November 4, 2025; and

WHEREAS, the declared local state of emergency has been extended in additional seven (7)-day increments thereafter and each extension has been duly ratified by the City Council; and

WHEREAS, it is the intent of the City of Mount Dora to extend Resolution No. 2025-45 due to the ongoing impacts of the flooding event and to ensure the continued protection of the health, safety, and welfare of the community, its residents, and public facilities.

NOW, THEREFORE, BE IT RESOLVED that effective March 16, 2026, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including March 23, 2026.

Further extensions may be issued when prudent by the Mayor, City Manager, or his or her designee in the absence of a quorum of the City Council.

PASSED AND ADOPTED this ____ day of _____, 2026

RATIFIED AT THE _____, 2026 CITY COUNCIL REGULAR SESSION.

JAMES HOMICH, MAYOR
City of Mount Dora, Florida

Vince Sandersfeld, City Manager

ATTEST:

Jeanann Hand
City Clerk

For the use and reliance of the City of Mount Dora only. Approved as to form and legal sufficiency

Patrick Brackins

Patrick Brackins
City Attorney



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 17, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Meeting Minutes

Introduction:

This is a request for Council to approve meeting minutes.

Discussion:

The City Clerk prepares minutes and presents them to City Council as an opportunity to make suggestions or corrections prior to final approval.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Council approve meeting minutes.

Attachment(s):

1. 02.09.2026 City Council Workshop Minutes DRAFT
2. 02.17.2026. AttorneyClient Shade Meeting_Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Vince Sandersfeld, City Manager

Final Approval - 3/9/2026



CITY OF MOUNT DORA, FLORIDA CITY COUNCIL WORKSHOP: SPECIAL EVENTS MINUTES

Mount Dora City Hall
510 North Baker Street, Mount Dora, FL 32757
February 9, 2026, 6:00 p.m.

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor James Homich called to order the Special Events Workshop in the Mount Dora City Hall Council Chamber.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance to the Flag were led by Mayor Homich.

ROLL CALL

Members Present

James Homich, Mayor
John Cataldo, District 1, Vice-mayor
Cal Rolfson, District 2
Dennis Dawson, District 3
Marc Crail, District 4
Nate Walker, District 5
Doug Bryant, At-large

Also Present

Vince Sandersfeld, City Manager
Jeanann Hand, City Clerk
Chris Carson, Cultural and Special
Events Manager

PUBLIC COMMENT

Mayor Homich opened public comment.

Brian Young, Director of Visit Mount Dora, 1044 North Rossiter Street, representing Visit Mount Dora, emphasized the importance of events for the City's reputation and economic impact. He mentioned the increasing costs of hosting events and the need for better parking solutions, such as shuttling from the high school.

Janet Gamache, Executive Director of Mount Dora Center for the Arts, 1044 North Rossiter Street, spoke about City support for outside events because of the expense to the organizers.

Rachel O' Ryan, Mount Dora Area Chamber of Commerce President, 341 Alexander Street, spoke about City donations toward events.

Amy Becker, 404 North Donnelly Street, spoke about City support for outside festivals.

Lisa Tapp, an employee of the Spice and Tea Exchange at 431 North Donnelly Street, noted the historical role of the City in sponsoring events.

Matt Cady, representing Adult Medicine of Lake County, 3785 Lake Center Drive, commented on the success and positive impact of the popularity of City events.

Josh Hemingway, 1177 East Fifth Avenue, spoke about past events with which he was involved.

Mayor Homich closed public comment.

Council discussed with staff the amount of time spent compiling information for this meeting. It was pointed out that most cost points were budget issues to be handled during the budget process.

Council suggested receiving material regarding trends. Council noted the economic impact of the City's events for Lake County.

Mr. Carson described the ways that the City's 35 events meet the needs of the community.

DISCUSSION ITEMS

1. Special Events/Festivals Workshop

The purpose of the workshop was to review Chapter 36 of the City Code (2019 Special Events Ordinance) and discuss festival costs, economic impacts, parking challenges, and potential improvements to the City's special events program.

Staff provided an overview of the City's special events program and the role festivals and community events play in Mount Dora's identity and quality of life.

Staff reported that the special events operating budget is approximately \$489,000, supporting approximately 19 events annually. Staff also noted that City-hosted events generate an estimated \$10.3 million in economic impact.

Council discussed operational costs associated with major events and revenues generated through sponsorships, vendor fees, and ticket sales.

Staff explained that the financial information provided to Council reflected operating and departmental staffing costs but did not include a net cost analysis for each festival.

Council requested additional financial information to better evaluate the cost-effectiveness of major events.

It was noted that festivals generate approximately \$11 million annually in economic impact and provide significant benefits to local businesses. Also discussed were challenges faced by businesses, including rising rents and disruptions associated with festivals.

It was recognized that festivals remain essential to Mount Dora's identity and tourism economy.

Council and stakeholders discussed parking challenges associated with large festivals. Suggestions included developing shuttle services from Mount Dora High School, utilizing the Resource & Recreation Center and church properties, and coordinating with private property owners to provide additional parking options. Staff agreed to evaluate potential parking and shuttle solutions for future events.

Council discussed potential options for supporting long-standing community events, including possible City sponsorship, fee relief, or other funding partnerships. Council noted the importance of maintaining legacy events that attract tourism and support local businesses.

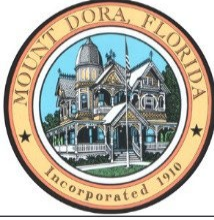
Council discussed the City's financial commitment to special events. Council also discussed the potential for additional support from Lake County for festivals that generate regional tourism.

Council directed staff to provide additional financial and operational information regarding major festivals, including historical cost comparisons, detailed revenue and net cost breakdowns, attendance and economic impact data, parking and shuttle options, potential fee relief or sponsorship proposals for legacy events, and staff time and departmental costs associated with event planning and presentations.

Council members thanked staff, business owners, and community stakeholders for their participation and input.

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 7:59 p.m.



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL ATTORNEY-CLIENT SHADE MEETING
MINUTES**

**Mount Dora City Hall
510 North Baker Street, Mount Dora, FL 32757
February 17, 2026, 2026, 5:00 p.m.**

CALL TO ORDER

Having been duly advertised as required by law, at 5:00 p.m., Mayor James Homich called to order the public portion of the Executive Session of City Council in the Mount Dora City Hall Council Chamber.

ROLL CALL

Members Present

James Homich, Mayor
John Cataldo, Vice-mayor
Cal Rolfson, District 2
Dennis Dawson, District 3
Marc Crail, District 4
Nate Walker, District 5
Doug Bryant, At-large

Also Present

Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk
Shiloh Baillou, Court Reporter

**EXECUTIVE SESSION RELATED TO LAKE COUNTY, FLORIDA V. CITY OF
MOUNT DORA, FLORIDA, ET AL., NO. 2025-CA00766 (FLA. 5TH CIR. CT.)**

At 5:03 p.m., pursuant to Section 286.011(8), Florida Statutes, all present with the exception of City Council, Mr. Sandersfeld, Mr. Brackins, and Mr. Baillou, were dismissed from the Council Chamber.

RECONVENE PUBLIC MEETING

Following the conclusion of the shade meeting held pursuant to Section 286.011(8), Florida Statutes, at 6:21 p.m., the City Council reconvened in open session. No discussion occurred during the closed session that may be disclosed at this time. The shade meeting transcript will remain sealed until the litigation concludes.

The Council then proceeded with public discussion and possible action regarding the Northeast CRA Interlocal Agreement with Lake County.

Council discussed directing the City Attorney to prepare draft counteroffer language regarding road maintenance within the Northeast CRA.

Council discussed a proposal reflecting a 55 percent / 45 percent split of tax increment funding and clarifying language identifying County-funded roadway segments. Roads discussed included

Limit Avenue from Donnelly Street to U.S. Highway 441 and Pine Avenue from Wardell Street to U.S. Highway 441, or other roadways within or adjacent to the Northeast CRA, excluding U.S. Highway 441.

Council also discussed the need for additional clarification of roadway responsibilities within the proposed agreement.

MOTION BY COUNCILMEMBER WALKER TO DIRECT THE CITY ATTORNEY TO PREPARE A DRAFT COUNTEROFFER REFLECTING A 55 PERCENT CITY / 45 PERCENT COUNTY SPLIT AND INCLUDE CLARIFIED LANGUAGE IDENTIFYING COUNTY-FUNDED ROAD SEGMENTS WITHIN OR ADJACENT TO THE NORTHEAST CRA; SECONDED BY COUNCILMEMBER DAWSON. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

MOTION BY COUNCILMEMBER ROLFSON THAT THE PROPOSED LANGUAGE THAT WAS JUST APPROVED BE PRESENTED TO THE CITY ATTORNEY TO BE BROUGHT BACK TO COUNCIL, AND THAT THERE BE A SECOND OPTION-- OPTION B, THAT WOULD BE THE SAME AS OPTION A, BUT WOULD INCLUDE A COUNTER-PROPOSAL FOR THE FUNDING SPLIT TO BE 65 PERCENT CITY / 35 PERCENT COUNTY. MOTION SECONDED BY VICE-MAYOR CATALDO. MOTION FAILED WITH A 3-4 ROLL CALL VOTE.

***YES Cataldo
 Homich
 Rolfson
NO Dawson
 Walker
 Bryant
 Crail***

Mayor Homich passed the gavel to Vice-mayor Cataldo.

MOTION BY MAYOR HOMICH TO DIRECT THE CITY ATTORNEY TO BRING BACK A DRAFT OF A COUNTEROFFER PROPOSING THE CITY TAKE OVER THE ROADS THE COUNTY OUTLINED WITH THE CITY ACCEPTING 90 PERCENT OF THE TAX INCREMENT FINANCING (TIF); MOTION SECONDED BY COUNCILMEMBER ROLFSON. MOTION FAILED WITH A 3-4 ROLL CALL VOTE.

***YES Rolfson
 Cataldo
 Homich
NO Dawson
 Walker
 Bryant
 Crail***

Council requested the draft options be returned in approximately two weeks and placed on the agenda for the next regularly scheduled meeting.

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 6:36 p.m.

JAMES HOMICH, MAYOR
CITY OF MOUNT DORA

Jeanann Hand, City Clerk



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 17, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request for Code Lien Waiver or Reduction for 1450 Hilltop Drive

Introduction:

This is a request for the City Council to review the documentation for Case No. 2025-0101 and determine whether to approve an appropriate reduction or waiver of the lien for the property located at 1450 Hilltop Drive owned by Hank Paxson.

Discussion:

The property owner removed a fence that had previously served as a protective barrier separating the outdoor in-ground swimming pool from surrounding areas. The removal of this fence eliminated a required safety safeguard intended to prevent unauthorized access to the pool area and mitigate potential safety hazards. Additionally, the pool water was observed to be green and unsanitary, further increasing the potential risk to safety and creating unsafe conditions at the property.

The Special Magistrate ordered that a permanent fence be installed by May 1, 2025. The property was brought into compliance on September 13, 2025, when the permanent fence was installed and inspected.

Fines accrued for 79 days following the compliance deadline at \$100 per day, totaling \$7,900. This amount was added to the previously reduced fine of \$15,000, along with City administrative costs of \$1,835.76.

The total lien amount is \$24,735.76, which ceased accruing once the property was brought into compliance.

Budget Impact:

The compliance date set in the Order for a permanent fence was the 1st of May 2025, the total lien amount as of the compliance date being the 13th day of September 2025, is \$7,900 (79 x \$100.00) to be added to the original reduced fine amount of \$15,000.00, plus City administrative

costs of \$1,835.76, making the total lien amount imposed \$24,735.76 which will cease to accrue as the property is in compliance with its finding of fact.

SUMMARY

Total lien amount: \$24,735.76

Original reduced fine: \$15,000.00

Accrued fines: \$7,900.00

City administrative costs: \$1,835.76

The lien stopped accruing once the property achieved compliance.

Strategic Impact:

This item supports the City of Mount Dora Strategic Plan by promoting community safety and maintaining property standards that contribute to neighborhood quality.

Strategic Initiative 4 – Provide High-Quality Services

Goal 11 – Ensure an exceptional level of Public Safety services

Objective 11.3 – Promote the safety of the community by ensuring inspections and compliance with applicable codes.

Maintaining compliance with safety requirements such as pool barriers helps protect residents and enhances the overall quality of life in Mount Dora.

Recommendation:

City Council review the documentation and determine whether to approve an appropriate reduction or waiver of the lien. If City Council elects to reduce the lien, the motion would be stated as follows:

In Code Compliance Case #E2025-0101, move that the existing fine be reduced to \$ _____ (amount to be determined by Council), with the stipulation that the reduced fine will be paid to the City of Mount Dora on or before April 16, 2026. Failure to pay the total reduced fine will result in the fine reverting to its original amount of \$24,735.76.

Attachment(s):

1. Attachment #1 8. E2025-0101 1450 Hilltop Dr - Amend Order to Impose lien 1.27.26
2. Attachment #2 HANK PAXSON.1450 HILLTOP DR.REDUCTION IN FINES
REQUEST LETTER RECEIVED 2.23.26
3. Attachment #3 1450 Hilltop Deed

Prepared by: Adam Sumner, Community Development Director

Reviewed by:

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 3/5/2026

Approved - 3/5/2026

Approved - 3/12/2026

Approved - 3/12/2026

Final Approval - 3/12/2026

CITY OF MOUNT DORA, FLORIDA CODE COMPLIANCE VS. 1450 HILLTOP LAND TRUST

Case No. E2025-0101: The Property Owner removed a fence which was providing a barrier separating the outdoor in ground pool from a drowning hazard. The water within the pool is also green and unclear which increases the potential for a drowning. The city is sought the property owner to comply with the code to ensure the public's safety and prevent an unintentional drowning. The Property Owner did not comply with the FINDING OF FACT/ CONCLUSION OF LAW/ ORDER IMPOSING FINE the City sought an order to ratify fines and impose liens for the costs the City has incurred in the compliance efforts. The Magistrate Issued an ORDER IMPOSING FINE & CREATING LIEN on June 26, 2025. The Property was brought into compliance on September 19, 2025, with a permanent fence installed in accordance with the Florida Building Code. The City is seeking to amend the Order issued to ratify the fines and Impose a Lien for a total of \$37,310.18 to include costs to the City.



ATTACHMENT #1

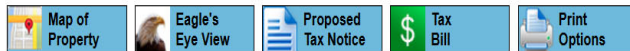
Case Brief

Code Case #E2025-0101	
Property Address	1450 HILLTOP DRIVE, Mount Dora, FL 32757
Property Owner	1450 HILLTOP LAND TRUST
Property Owner Mailing Address	PO BOX 547945 ORLANDO, FL 32854-7945
Complaint	Property Owner was endangering the community while not providing a barrier or fence between an unclean private outdoor swimming pool.
Code Section Cited	162.09 Administrative fines; costs of repair; liens.— (2)(a) A fine imposed pursuant to this section shall not exceed \$250 per day for a first violation and shall not exceed \$500 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (1). However, if a code enforcement board finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000 per violation. (b) In determining the amount of the fine, if any, the enforcement board shall consider the following factors: 1. The gravity of the violation; 2. Any actions taken by the violator to correct the violation; and 3. Any previous violations committed by the violator.
Respondent/s notified	Yes
Case Commencement	Code Compliance Inspector James E. Paul
Magistrate Hearing	April 17, 2025
Notice of Hearing	January 6, 2026
Recommendation	The City is seeking an order to ratify fines and impose a lien for the civil penalty provided in the FINDING OF FACT/ CONCLUSION OF LAW/ ORDER IMPOSING FINE and an order for all costs to the City of Mount Dora incurred in the enforcement of the City Code of Ordinances as provided by Florida Statute 162.09(2)(d).

Property Information- Lake County Property Appraiser

LAKE COUNTY PROPERTY APPRAISER ☎ 352-253-2150

PROPERTY RECORD CARD



General Information

Name:	1450 HILLTOP LAND TRUST	Alternate Key:	1474108
Mailing Address:	PO BOX 547945 ORLANDO, FL 32854-7945 Update Mailing Address	Parcel Number:	30-19-27-1000-000-00600
		Millage Group and City:	00MD Mount Dora
		2024 Total Certified Millage Rate:	18.8964
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	1450 HILLTOP DR MOUNT DORA FL, 32757	Property Name:	---
		School Information:	Submit Property Name School Locator & Bus Stop Map School Boundary Maps
Property Description:	MOUNT DORA, PINE CREST UNIT 2 PARTIAL REPLAT SUB LOT 6 PB 15 PG 39 ORB 6427 PG 463		

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.

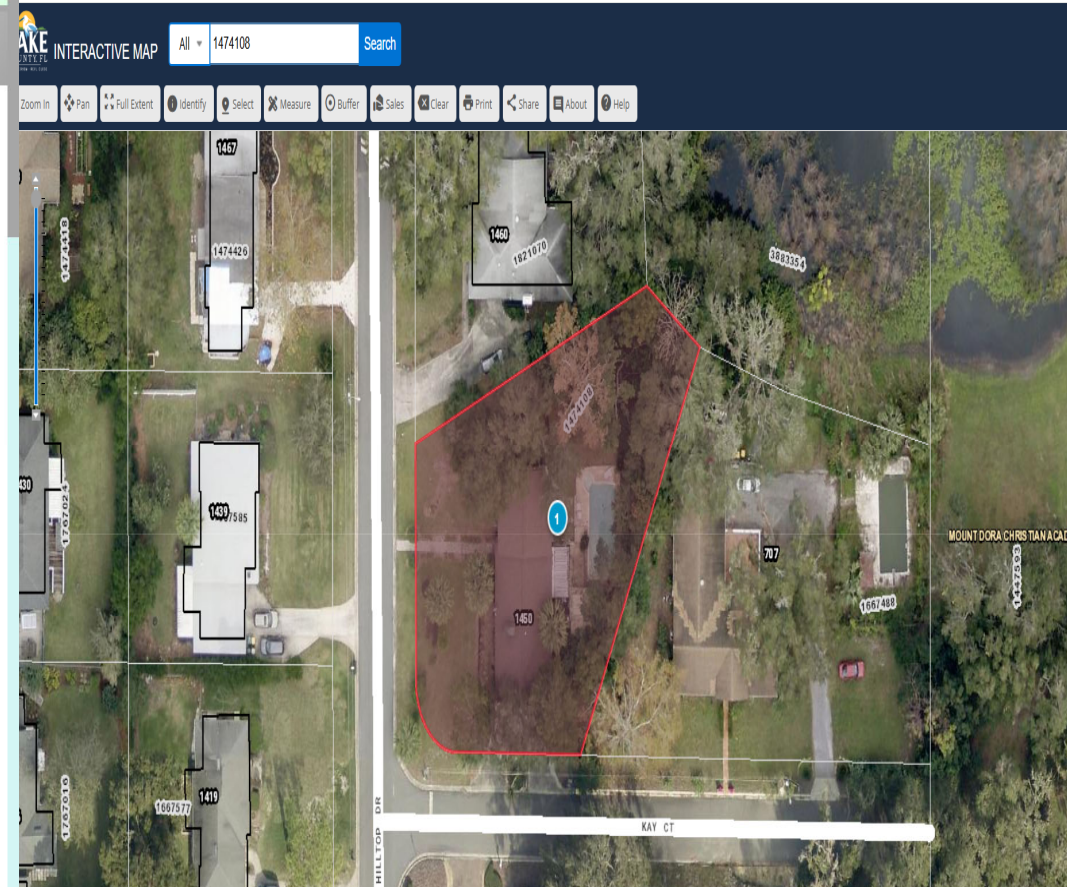
Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	SINGLE FAMILY (0100)	0	0		1.000	Lot	\$119,000.00	\$119,000.00

[Click here for Zoning Info](#)

[FEMA Flood Map](#)

Residential Building(s)



Timeline

Date	Event
April 1, 2025	Observed the barrier to the private outdoor pool had been removed and the pool was now accessible to the rear of the property. The side gate was also left open and allowed access to the un kept dirty pool of water.
April 3, 2025	Met with a guest of the Property Owner and provided her verbal notice and alerted her to the dangers of allowing the pool to be left accessible, she stated a temporary fence would be installed on Friday, April 4, 2025. As they are awaiting the installation of a permeant vinyl fence, I reminded her the fence would require a permit.
April 8, 2025	Notice of Violation/ Notice of Hearing was mailed to property owner certified mail, and posted at the property and in City Hall.
April 13, 2025	Magistrate found the property in violation and ordered the immediate cure of a temporary fence to be installed to secure the outdoor private pool to protect the community from a drowning hazard.
May 1, 2025	Magistrate ordered a Permanent Fence to be installed on the property to secure the outdoor private pool to protect the community from a drowning hazard.
May 27, 2025	Notice of Hearing was mailed to property owner certified mail, posted at the property and in City Hall.

Timeline

Date	Event
June 26, 2025	Magistrate found the temporary fence installed by the property owner met the Florida Building Code and ordered the installation date as April 8, 2025 reducing the fines to \$15000.00 and authorized the City to recoup cost of \$1128.75 for a total of \$16,128.75 in an ORDER IMPOSING FINE & CREATING LIEN, and fines would continue to accrue at \$250 until the Permanent Fence was installed in accordance with the Florida Building Code for outdoor swimming pools.
July 31, 2025	ORDER IMPOSING FINE & CREATING LIEN was entered into County Record.
September 17, 2025	Ms. Suzanne Cox emailed indicating the permanent Fence was installed and completed on 9/13/25, she reported the inspector was not available and Code requested the Building Department send an Inspector to final permit which was completed at 4:04 p.m. on September 18, 2025.
October 15, 2025	Ms. Cox sent an email requesting this case be held to bring both matters on the same date.
November 18, 2025	Notice of Hearing was mailed to property owner certified mail, and posted at the property and in City Hall.
January 6, 2026	Notice of Hearing was mailed to property owner certified mail, and posted at the property and in City Hall.

Code Compliance Observations: April 1, 2025



Code Compliance Observations: April 1, 2025



Code Compliance Observations: April 1, 2025



FINDING OF FACT/CONCLUSION OF LAW/ORDER IMPOSING FINE

INSTRUMENT#: 2025053173 OR BK 6519 PG 1132 PAGES: 4 4/30/2025 3:25:27 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: \$35.50

INSTRUMENT# 2025053173 OR BOOK 6519/PAGE 1133 PAGE 2 of 4

INSTRUMENT# 2025053173 OR BOOK 6519/PAGE 1134 PAGE 3 of 4

INSTRUMENT# 2025053173 OR BOOK 6519/PAGE 1135 PAGE 4 of 4

INSTRUMENT #2025053182
OR BK 6519 PG 1164 - 1167 (4 PGS)
DATE: 4/30/2025 3:32:41 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$35.50

Return this instrument to:
City of Mount Dora, Office of City Manager
510 N. Baker Street
Mount Dora, Florida 32757
The Permit Identification Number 26-19-27-0010-134-0000
Alt. Key Number 140748

IN AND FOR THE CITY OF MOUNT DORA,
LAKE COUNTY, FLORIDA

CITY OF MOUNT DORA,
Petitioner, CASE NO: E2025-0101

1450 HILLTOP LAND TRUST,
Respondents,

1450 HILLTOP LAND TRUST
CARLTON PATRICIA KILEY & JAMES J
PO BOX 547945
ORLANDO, FL 32854

☐ Respondent Present
☒ Respondent Not Present
☐ Represented by Counsel or Other

**FINDING OF FACT/ CONCLUSION OF LAW/
ORDER IMPOSING FINE**

THIS CAUSE having come before the undersigned Magistrate for the City of Mount Dora on the 17th day of April, 2025, and said Magistrate having heard testimony, accepted evidence and being otherwise fully advised in the premises hereof finds as a matter of fact that the above-named Respondents were properly notified of the subject proceeding and are found to have violated the following City of Mount Dora Code(s):

On the 1st day of April, 2025, the following violation (s) were observed by the Code Compliance Inspector at 1450 Hilltop Dr., Mount Dora, Lake County, Florida (Tax Parcel Identification #26-19-27-1008-000-0000; Alt Key #1474108) (MOUNT DORA, FINE CREST UNIT 2 PARTIAL REPLAT SUB LOT 8 PB 13 PG 39 ORB 6457 PG 463):
2024 International Property Maintenance Code Chapter 3-General Requirements Section 303-
Swimming Pools, Spa, and Hot tubs.
• 303.1 Swimming Pools
• 303.2 Enclosures

Specifically, portions of the fence securing the pool have been removed and the pool water is not being properly treated or maintained. As a result, there now exists upon the Subject Property an unsecured pool

with stagnant darkly discolored water without protection against unauthorized entry. This presents a serious and immediate threat to the public health and safety.

The undersigned finds that the City gave personal verbal notice of the violations and the unsafe conditions it created on April 1, 2025. Despite assurances, the violations would be immediately addressed, no action had been taken by April 8, 2025 and the City issued a formal Notice of Violation and Notice of Hearing. Subsequently, Respondents installed temporary construction fencing across portions, but not all, of the unsecured gaps in pool fencing.

The undersigned finds that the violations represent an immediate and serious threat to public health and safety.

Respondents are ordered to install temporary construction fencing in a manner that closes all open access points to the pool on or before 5:00 p.m on April 21, 2025. This measure is mitigatory and installation of temporary construction fencing does not cure the violations.

Respondents are further ordered to complete the permanent cure by installing permanent fencing, after obtaining the necessary building permit, by May 1, 2025.

Due to the severity of the violation and Respondents' failure to address the safety risks presented thereby, fines shall have and continue to accrue as follows:

A fine of \$100.00 per day shall have accrued for each day from April 1 through April 3; and
A fine of \$200.00 per day shall have accrued for each day from April 4 through April 17; and
A fine of \$300.00 per day for each day the violations continue shall accrue from April 17 through April 25; and
A fine of \$250.00 per day shall accrue for each day the violations continue beyond May 1, 2025.

At a subsequent hearing, the undersigned shall consider Respondent's promptness, or lack thereof, in curing the violation prior to finalizing the amount of fines and creating a lien and may reduce the amount of fines based on prompt and diligent efforts moving forward.

Additionally, because the violations represent a serious threat the public health and safety, the City is authorized to take steps to mitigate or cure the serious public safety hazard. The costs of any such measures the City undertakes shall be recoverable from Respondents and shall be included in the final assessment of fines and shall be included in the lien.

RESPONDENT MUST CONTACT THE CODE COMPLIANCE INSPECTOR LISTED BELOW TO ARRANGE A DATE AND TIME FOR INSPECTION IN ORDER TO VERIFY COMPLIANCE. COMPLIANCE MUST BE VERIFIED IN PERSON AND WILL NOT BE VERIFIED UNTIL RESPONDENTS CONTACT:

James Paul, Code Compliance Inspector
510 N. Baker Street
Mount Dora, Florida 32757
Phone: (352) 735-7100 Ext 1716

A Compliance Hearing related to this matter is scheduled for:
10:00 a.m., on June 26, 2025 and shall be held to determine Respondents' compliance this Order. This public hearing will be held at:
Mount Dora City Hall
510 N. Baker Street
Mount Dora, Florida 32757

It shall be the responsibility of the respondents to provide an interpreter. If translation is req for any City of Mount Dora Code Compliance Magistrate proceeding.

If you are a person with a disability who needs any accommodation in order to participate in any C Mount Dora Code Compliance Magistrate proceeding, you are entitled, at no cost to you, to the pr of certain assistance. Please contact Code Compliance at (352) 735-7111 Ext. 1701 or plandev@mountdora.gov, at least seven (7) days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is le seven (7) days.

Any person wishing to appeal any decision made by the magistrate with respect to any matter cons at such hearing will need a record of the proceeding, and for such purposes, may need to ensure the verbatim record of the proceedings is made, which record includes the testimony and evidence upc which the appeal is to be heard.

IF THE RESPONDENT DOES NOT COMPLY WITHIN THE TIME SPECIFIED ABOVE THE WILL BEGIN TO ACCRUE AND A COPY OF THIS ORDER AND AN ORDER RATIFYING CONTINUED VIOLATION SHALL BE RECORDED IN THE PUBLIC IN THE PUBLIC REC OF LAKE COUNTY, FLORIDA, AND ONCE RECORDED, SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY UPON WHICH THE VIOLATION EXISTS AND UPON ANY OT REAL AND/OR PERSONAL PROPERTY, OWNED BY RESPONDENT, UNTIL SUCH TIME SAID LIEN IS SATISFIED OR EXPIRES PURSUANT TO FLORIDA LAW.

In order to fully satisfy any fine imposed in accordance with this Order, applicable recording fees charged.

ANY FUTURE VIOLATION, OF THE SAME CODE OR ORDINANCE AS SET FORTH HEREIN, BY THE ABOVE NAMED RESPONDENT REGARDLESS OF THE PROPERTY LOCATION IN THE CITY'S JURISDICTION AND WHICH OCCURS WITHIN A PERIOD OF 5 YEARS FROM THE DATE HEREOF MAY BE CHARGED AS A REPEAT VIOLATOR SUBJECT TO A PENALTY OF UP TO \$500.00 PER DAY PER VIOLATION.

DONE AND ORDERED this 17th day of April, 2025.

CITY OF MOUNT DORA, FLORIDA

By: David R. Bear
Code Compliance Magistrate

ATTN: James Paul
Code Compliance Inspector

Copies To:
Code Compliance Division
Respondent Received Copy _____
Respondent Mailed Copy _____

CERTIFIED - I hereby certify this is a true and accurate copy of the document filed in the office of the City Clerk of the City of Mount Dora, Florida.

Noted by: Kim LaFramme
Signature: Kim LaFramme
Date: 4/30/25

I certify that the foregoing is a true and accurate copy of the document as reflected in the Official Records. Portions may be redacted as required by law.

GARY J. COONEY, Clerk of the Circuit Court and Comptroller, Lake County, Florida

By: Rebecca C. Epperson
Deputy Clerk 4/30/2025 3:25:32 PM

Code Compliance Observations: April 21, 2025



Current Conditions: May 27, 2025



ORDER IMPOSING FINE & CREATING LIEN: June 26, 2025

Return this instrument to:
City of Mount Dora, Office of City Manager
510 N. Baker Street
Mount Dora, Florida 32757
Tax Parcel Identification Number: 20-19-27-0050-134-00005
Alt. Key Number: 1467268

IN AND FOR THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA

CITY OF MOUNT DORA,

Petitioner,

CASE NO: E2025-0101

v.

1450 HILLTOP LAND TRUST,

Respondents,

INSTRUMENT #2025004221
OR BK 6571 PG 2040 - 2041 (2 PGS)
DATE: 7/31/2025 11:29:49 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$18.50

1450 HILLTOP LAND TRUST
PO BOX 547945
ORLANDO, FL 32854-7945

☒ Respondent Present
☐ Respondent Not Present
☐ Represented by Counsel or Other
Name of Representative _____
Written Authorization Received _____
Relationship _____

ORDER IMPOSING FINE & CREATING LIEN

THIS CAUSE having come before the undersigned Magistrate on the 26th day of June, 2025, and said Magistrate having heard testimony, accepted evidence and being otherwise fully advised in the premises hereof, finds as a matter of fact that the Respondent continues to be in violation of its FINDING OF FACT/ CONCLUSION OF LAW/ORDER IMPOSING FINE dated April 17, 2025.

Based on the tiered rates of accrual of fines established in the FINDINGS OF FACT/ CONCLUSIONS OF LAW/ ORDER IMPOSING FINE, the total accrued fine amount as of today is \$15,000.00, which together with the costs of prosecution in the amount of \$1,128.75 shall be imposed for a total of \$16,128.75 imposed fees and costs. The fines will continue to accrue at the rate of \$250.00 per day until the violations are fully cured.

The above amount is hereby imposed and upon recordation of a certified copy of this order shall constitute a lien against the real and personal property of the respondent, in accordance with Chapter 162, Florida Statutes.

RESPONDENT MUST CONTACT THE CODE COMPLIANCE DIVISION TO ARRANGE A DATE AND TIME FOR INSPECTION IN ORDER TO VERIFY COMPLIANCE. COMPLIANCE MUST BE VERIFIED IN PERSON AND WILL NOT BE VERIFIED UNTIL RESPONDENTS CONTACT THE DIVISION AT (352) 735-7127.

Any person wishing to appeal any decision made by the magistrate with respect to any matter considered at such hearing will need a record of the proceeding, and for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In order to fully satisfy any fine imposed in accordance with this Order, applicable recording fees will be charged.

Property Owner: 1450 HILLTOP LAND TRUST
Address: 1450 HILLTOP DRIVE MOUNT DORA, FL 32757
Alternate Key: 1474108
Parcel Number: 30-19-27-1000-000-00600

DONE AND ORDERED this 26th day of June, 2025.

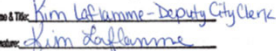
CITY OF MOUNT DORA, FLORIDA

By: 
David R. Bear
Code Compliance Magistrate

ATTEST:


James Paul
Code Compliance Inspector

CERTIFIED - I hereby certify this is a true and accurate copy of the document filed in the office of the City Clerk of the City of Mount Dora, Florida

Name & Title: Kim Laflamme - Deputy City Clerk
Signature: 
Date: 7/31/25

Copies To:
Code Compliance Division
Respondent Received Copy _____
Respondent Mailed Copy _____
/jcp

Page 2 of 2

Conditions: June 25, 2025



Compliant Conditions: September 15, 2025



ATTACHMENT #1

Notice of Hearing: Mailed Certified

BEFORE THE CODE ENFORCEMENT MAGISTRATE
OF THE CITY OF MOUNT DORA, FLORIDA

CITY OF MOUNT DORA,
FLORIDA, a municipal
Corporation,
Plaintiff,
vs.
1450 HILLTOP LAND TRUST,
Respondents,

CASE NO: E2025-0101

NOTICE OF HEARING

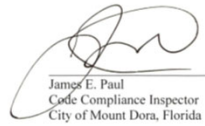
TO:
1450 HILLTOP LAND TRUST
PO BOX 547945
ORLANDO, FL 32854-7945

YOU ARE NOTIFIED that pursuant to Florida Statutes, Section 162.23, a hearing before the Code Enforcement Special Magistrate has been scheduled regarding your violation of City Code on that property located at 1450 HILLTOP DRIVE, Mount Dora, Florida 32757. The hearing before the Code Enforcement Magistrate is scheduled for 10:00 a.m., on the **December 18, 2025** or as soon thereafter as can be heard, in the boardroom at City Hall, 510 North Baker Street, Mount Dora, Florida.

This hearing will be held even if the violation has been corrected prior to the hearing. Any person who decides to appeal any decision made by the Code Enforcement Magistrate with respect to any matter considered at the above hearing shall need a record of the proceedings. Such person needs to ensure that a verbatim record of the proceedings, including the testimony and evidence upon which the appeal is to be based, is made.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Rubi Robinson no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

DATED this 18th day of November 2025.


James E. Paul
Code Compliance Inspector
City of Mount Dora, Florida

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com™.

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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
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☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

1450 HILLTOP LAND TRUST
PO BOX 547945
ORLANDO, FL 32854-7945

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature
B. Received by (Printed Name) *T. S. Paul* Date of Delivery *11/18/25*
Address different from item 1? ☐ Yes ☒ No
delivery address below: *NOV 24 2025*

1450 HILLTOP LAND TRUST
PO BOX 547945
ORLANDO, FL 32854-7945

9590 9402 9732 5199 8660 72

2. Article Number (Transfer from service label)
9589 0710 5270 3024 4800 84

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

ATTACHMENT #1

Notice of Hearing: Notice service and posted

AFFIDAVIT OF SERVICE/POSTING/MAILING City of Mount Dora, Florida

State of Florida
County of Lake

James Paul being first duly affirmed, deposes and says:

Re: Case No. E2025-0101

- That I am a Code Compliance Inspector of the City of Mount Dora, Florida.
- That I received the following described documents:
☐ Notice of Code Violation
☒ Notice of Hearing
- SERVICE WAS OBTAINED FOR THE FOLLOWING LOCATION:
1450 Hilltop Drive, Mount Dora, Florida, by one or more of the following methods:

PERSONAL, HAND DELIVERY SERVICE:

- That on the _____ day of _____, at _____ o'clock _____ P. M., I personally hand-served the above-described papers to the respondent(s) at his/her/their usual place of residence at _____; or
- That on the _____ day of _____, 20____, at _____ o'clock _____ P. M., I personally served the papers by leaving the above-described papers at the violator(s)' usual place of business.

POSTING & FIRST-CLASS MAIL:

- That the Notice of Hearing was sent to the violator(s) by First Class Certified Mail, with return receipt requested, on the 18th day of November, 2025, at 3:00 p.m.
- I personally posted the above-described papers, which are attached hereto, at the above-referenced location and on 18th day of November, 2025, also ~~personally~~ **POSTED** the above-described papers at City Hall, 510 North Baker Street, Mount Dora, Florida, at 4:00 o'clock p.m..

Further affiant saith not.

SUBSCRIBED AND AFFIRMED before me this 11/18/25 by JAMES PAUL,
(Date)

who is personally known to me and who took an oath.

Alex S. Stevens
Notary Public Signature

Commission No. HH 213244

Name of Notary Typed, Printed, or Stamped



PHOTO AFFIDAVIT City of Mount Dora, Florida

State of Florida, County of Lake

Re: Property Owner 1450 Hilltop Drive

Name: James E. Paul being first duly affirmed, deposes and says:

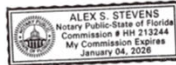
- That I am a Code Compliance Inspector of the City of Mount Dora, Florida.
- That I observed the following violation: Violations of the City Code for removing barrier or fence from an outdoor private swimming pool and failing to maintain the pool in a clean and sanitary condition.
- Photograph evidence was obtained at the following location:
1450 Hilltop Drive, Mount Dora, Florida.
- Date Photos Obtained: November 18, 2025.

James E. Paul
Code Compliance Inspector
City of Mount Dora

STATE OF FLORIDA
COUNTY OF LAKE

Sworn to (or affirmed) and subscribed before me by [] physical presence or [] online notarization, this 18 day of NOVEMBER, 20 25, by JAMES PAUL, who [X] is personally known to me or [] produced as identification.

SEAL:



Alex S. Stevens
Signature of Notary

Code Compliance
510 N. Baker Street
Mount Dora, FL 32757
(352) 735-7112



Notice of Hearing: Mailed Certified, January 6, 2026

BEFORE THE CODE ENFORCEMENT MAGISTRATE
OF THE CITY OF MOUNT DORA, FLORIDA

CITY OF MOUNT DORA,
FLORIDA, a municipal
Corporation,

Plaintiff,

vs.

1450 HILLTOP LAND TRUST,

Respondents,

CASE NO: E2025-0101

NOTICE OF HEARING

TO:
1450 HILLTOP LAND TRUST
PO BOX 547945
ORLANDO, FL 32854-7945

YOU ARE NOTIFIED that pursuant to Florida Statutes, Section 162.23, a hearing before the Code Enforcement Special Magistrate has been scheduled regarding your violation of City Code on that property located at 1450 HILLTOP DRIVE, Mount Dora, Florida 32757. The hearing before the Code Enforcement Magistrate is scheduled for 10:00 a.m., on the **February 5, 2026** or as soon thereafter as can be heard, in the boardroom at City Hall, 510 North Baker Street, Mount Dora, Florida.

This hearing will be held even if the violation has been corrected prior to the hearing. Any person who decides to appeal any decision made by the Code Enforcement Magistrate with respect to any matter considered at the above hearing shall need a record of the proceedings. Such person needs to ensure that a verbatim record of the proceedings, including the testimony and evidence upon which the appeal is to be based, is made.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Rubi Robinson no later than seven (7) days prior to the proceedings, telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

DATED this 6th day of January 2026.


James E. Paul
Code Compliance Inspector
City of Mount Dora, Florida

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OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark Here

1450 HILLTOP LAND TRUST
PO BOX 547945
ORLANDO, FL 32854-7945

PS Form 3800, January 2023 PSN 7530-02-000-8017 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X  B. Received by (Printed Name) C. Date of Delivery	
1450 HILLTOP LAND TRUST PO BOX 547945 ORLANDO, FL 32854-7945		Address different from item 1? ☐ Yes or delivery address below: ☐	
9590 9402 9732 5199 8658 77		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 9589 0710 5270 2674 6643 70		Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt			

ATTACHMENT #1

Notice of Hearing: Notice of service and Property posted

AFFIDAVIT OF SERVICE/POSTING/MAILING City of Mount Dora, Florida

State of Florida
County of Lake

James Paul being first duly affirmed, deposes and says:

Re: Case No. E2025-0101

1. That I am a Code Compliance Inspector of the City of Mount Dora, Florida.
2. That I received the following described documents:
☐ Notice of Code Violation
☒ Notice of Hearing
3. SERVICE WAS OBTAINED FOR THE FOLLOWING LOCATION:
1450 Hilltop Drive, Mount Dora, Florida, by one or more of the following methods:

PERSONAL, HAND DELIVERY SERVICE:

- a.) That on the _____ day of _____, at _____ o'clock _____ P.M., I personally hand-served the above-described papers to the respondent(s) at his/her/their usual place of residence at _____; or
- b.) That on the _____ day of _____, 20____, at _____ o'clock _____ P. M., I personally served the papers by leaving the above-described papers at the violator(s)' usual place of business.

POSTING & FIRST-CLASS MAIL:

- ☒ a.) That the Notice of Hearing was sent to the violator(s) by First Class Certified Mail, with return receipt requested, on the 6th day of January, 2026, at 2:00 p.m..
- ☒ b.) I personally posted the above-described papers, which are attached hereto, at the above-referenced location and on 6th day of January, 2026, also publicly POSTED the above-described papers at City Hall, 510 North Baker Street, Mount Dora, Florida, at 4:00 o'clock p.m..

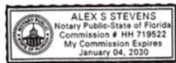
Further affiant saith not.

Code Compliance Inspector

SUBSCRIBED AND AFFIRMED before me this 16 2026 by JAMES PAUL,
(Date)
who is personally known to me and who took an oath.

Alex S. Stevens
Notary Public Signature
Commission No. HH 119522

Name of Notary Typed, Printed, or Stamped



Code Compliance
510 N. Baker Street
Mount Dora, FL 32757
(352) 735-7112

PHOTO AFFIDAVIT City of Mount Dora, Florida

State of Florida, County of Lake

Re: Property Owner 1450 Hilltop Drive

Name: James E. Paul being first duly affirmed, deposes and says:

1. That I am a Code Compliance Inspector of the City of Mount Dora, Florida.
2. That I observed the following violation: Violations of the City Code for removing barrier or fence from an outdoor private swimming pool and failing to maintain the pool in a clean and sanitary condition.
3. Photograph evidence was obtained at the following location:
1450 Hilltop Drive, Mount Dora, Florida.
4. Date Photos Obtained: January 6, 2026.

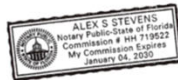
James E. Paul
Code Compliance Inspector
City of Mount Dora

STATE OF FLORIDA
COUNTY OF LAKE

Sworn to (or affirmed) and subscribed before me by [Y] physical presence or [] online notarization, this 6 day of JANUARY, 2026, by JAMES PAUL, who is personally known to me or [] produced as identification.

SEAL:

Alex S. Stevens
Signature of Notary



Current Conditions: January 6, 2026



City of Mount Dora Recommendation:

- The City is requesting to amend the ORDER IMPOSING FINE & CREATING LIEN to ratify the fines and impose a lien on the property in the amount of \$36,250.00 and allow the City to be reimbursed for all costs incurred in the enforcement of the City Code of Ordinances as provided by Florida Statue 162.09(2)(d) in the amount of \$1,835.76 for a total lien of \$38,085.76.

Code Section Cited:

Florida Statue 162.09 Administrative fines; costs of repair; liens.—

(1) An enforcement board, upon notification by the code inspector that an order of the enforcement board has not been complied with by the set time or upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the enforcement board for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code inspector.

(2)(a) A fine imposed pursuant to this section shall not exceed \$250 per day for a first violation and shall not exceed \$500 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (1). However, if a code enforcement board finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000 per violation.

(b) In determining the amount of the fine, if any, the enforcement board shall consider the following factors:

1. The gravity of the violation;
2. Any actions taken by the violator to correct the violation; and
3. Any previous violations committed by the violator.

(c) An enforcement board may reduce a fine imposed pursuant to this section.

Code Section Cited:

162.09 Administrative fines; costs of repair; liens.—

(d) A county or a municipality having a population equal to or greater than 50,000 may adopt, by a vote of at least a majority plus one of the entire governing body of the county or municipality, an ordinance that gives code enforcement boards or special magistrates, or both, authority to impose fines in excess of the limits set forth in paragraph (a). Such fines shall not exceed \$1,000 per day per violation for a first violation, \$5,000 per day per violation for a repeat violation, and up to \$15,000 per violation if the code enforcement board or special magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, a code enforcement board or special magistrate may impose additional fines to cover all costs incurred by the local government in enforcing its codes and all costs of repairs pursuant to subsection (1). Any ordinance imposing such fines shall include criteria to be considered by the code enforcement board or special magistrate in determining the amount of the fines, including, but not limited to, those factors set forth in paragraph (b).

Subject: request for help with 1450 Hilltop Drive
Date: February 20, 2026 at 9:12 PM CST
From: Hank Paxson<thepaxsons@charter.net>
To: thepaxsons@charter.net

Dear Mr. Sandersfeld,

I am writing you to request help with a reduction in fines for 1450 Hilltop Drive. I was the lender on the property when the fines occurred for trees being removed and missing fence around the pool. Chris Feamster was unable to pay me back for the loan so I have taken the home in exchange. I apologize for what transpired during that time. I don't condone any of that. Can I be added to the next council meeting agenda to be considered for a possible reduction in fines? Is there anything else I should do? Thank you so very much for your consideration. Sincerely, Hank Paxson thepaxsons@charter.net 689-259-1173 1450 Hilltop Drive, Mt Dora

I am officially recorded on deed as of 2/18/26 and I held the mortgage during the time of the incident.

Hank Paxson

2/20/2026

689259 1173

thepaxsons@charter.net

Prepared by:
ASPIRE LEGAL SOLUTIONS PLLC
Joseph E Seagle, Esq.
PO Box 547945
Orlando, Florida 32854-7945
*No title search, examination nor assurance
requested or provided*

When recorded return to:
Hank Paxson
1617 Kersley Circle
Lake Mary, FL 32746

17783

(Space above this line reserved for recording office use only)

TRUSTEE'S DEED¹

1. IDENTIFICATION OF GRANTOR

Grantor's name and address is: TRSTE, LLC, a Florida limited liability company, as trustee of the
1450 Hilltop Land Trust
Dated October 15, 2024
PO Box 547945 Orlando, FL 32854-7945

The word "I" or "me" as hereafter used means the Grantor.

2. IDENTIFICATION OF GRANTEE

Grantee's name and address is: Hank Paxson, a married man
1617 Kersley Circle
Lake Mary, FL 32746

The word "you" as hereafter used means the Grantee.

3. MEANINGS OF TERMS

The terms "I," "me," "you," "grantor," and "grantee," shall be non-gender specific ((i) masculine, (ii) feminine, or (iii) neuter, such as corporations, partnerships or trusts), singular or plural, as the context permits or requires, and include heirs, personal representatives, successors or assigns where applicable and permitted.

4. CONVEYANCE OF REAL PROPERTY

The Grantor, for and in consideration of the sum of \$10.00, to Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, his successors and assigns forever, the following described land:

Lot 6 in A PARTIAL REPLAT OF PINE CREST UNIT NO. 2, a subdivision in the City of Mount Dora, Florida according to the plat thereof as recorded in Plat Book 15, Page 39, Public Records of Lake County, Florida.

Parcel Identification No. 30-19-27-1000-000-00600

¹ **Note to Examiner: This deed is exempt from documentary stamp taxes pursuant to 12 FL ADC 12B-4.013(28)(e). Documentary tax is paid for the nominal consideration recited herein.**

ATTACHMENT #3

together with all tenements (property capable of being held with unconditional power of disposition), hereditaments (inheritable interest in property), easements (right to use land of another) and appurtenances (right used with land for its benefit) belonging to or benefiting such property.

TO HAVE AND TO HOLD in fee simple forever.

5. WARRANTY

I fully warrant the title to the Real Property and will defend the same against the lawful claims of all persons arising by, through, or under the Grantor, and none other, except for mortgages, agreements for deed, covenants, reservations, restrictions and easements of record, and tenants in possession under unrecorded leases, if any; and real property taxes that may be due now or a lien not yet due and payable.

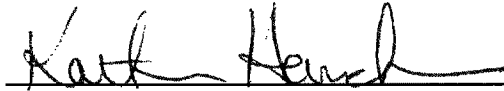
And the Trustee hereby swears or affirms under penalties of perjury that the aforesaid trust named 1450 Hilltop Land Trust dated October 15, 2024, has not been amended, modified or revoked, except as heretofore disclosed, and that the Trust is still in full force and effect and that TRSTE, LLC, a Florida limited liability company is still acting trustees and has full power to grant, sell, and convey, the real property described above pursuant to Sections 689.071 and 689.073, Florida Statutes; and further, Joseph E. Seagle as Manager does not have actual knowledge of any facts indicating that the trust is invalid.

TRSTE, LLC, a Florida limited liability company, as trustee
of the
1450 Hilltop Land Trust
Dated October 15, 2024

By: 

Joseph E. Seagle, as Manager

Signed in the presence of:



Witness 1: Kathy Hardtke

Address: 1901 W. COLONIAL DR. ORLANDO, FL 32804

Signed in the presence of:

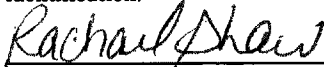


Witness 2: Rachael Shaw

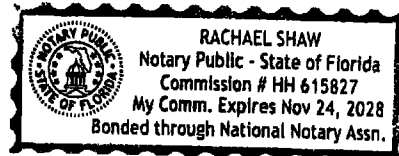
Address: 1901 W. COLONIAL DR. ORLANDO, FL 32804

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged and sworn to or affirmed before me by means of [X] physical presence or [] online notarization, this 13th day of February 2026, by Joseph E. Seagle, as Manager of TRSTE, LLC, a Florida limited liability company, as trustee of the 1450 Hilltop Land Trust Dated October 15, 2024 on behalf of said trustee on behalf of said trust, who is [X] personally known to me or [] has produced _____ as identification.



Notary Public





510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 17, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: FY26-27 Budget Calendar Discussion

Introduction:

This is an opportunity for Council to discuss the upcoming budget calendar.

Discussion:

The City operates on a fiscal year basis that begins on October 1 and ends on September 30. The City begins working on the upcoming fiscal year's budget in April to allow sufficient time for data collection, detailed review of financial information, and compliance with laws for public hearings and adoption of the budget by resolution.

A budget calendar is a tool used by the City to establish a timeline for the completion of each step in the budget process leading up to the new fiscal year. The budget calendar includes deadlines for departments to submit information to the Budget Director, dates of budget workshops, dates for advertising and conducting public hearings, and a timeline for review and adoption of the millage rate and budget by resolution.

The proposed FY 2026-27 budget calendar was reviewed by the Department of Revenue and is in compliance with all the laws and regulations.

Budget Impact:

N/A

Strategic Impact:

Strategic Initiative 1: Promote Economic Development

Strategic Initiative 2: Beautify Mount Dora

Strategic Initiative 3: Strengthen and Expand Mount Dora's Infrastructure

Strategic Initiative 4: Provide High-Quality Services

Strategic Initiative 5: Invest in Fiscal and Human Resources

Recommendation:

City Council to verify the budget meeting dates (including workshops) to participate in the FY 2026-27 budget cycle.

Attachment(s):

1. FY26-27 Proposed Budget Calendar

Prepared by: Matthew Dodson, Budget Officer

Reviewed by:

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 3/2/2026

Approved - 3/9/2026

Approved - 3/9/2026

Approved - 3/9/2026

Final Approval - 3/10/2026



**Budget Calendar
FY 2026-27**

Date	Responsible	Required Activity	Requirement Reference
March 09-13, 2026	Departments	Mid-Year Budget Meetings with Finance	Internal
April 1, 2026	Budget	Open budget for operator input	Internal
April 1, 2026	Departments	Personnel Requisitions due to HR and Information Technology Forms due to IT	Internal
April 21, 2026 Tuesday - Regular Meeting	City Council	Mid-Year Budget Amendment	Internal
May 11, 2026	IT & Procurement	Cost allocations for Communications and Copy Machine Due	Internal
May 18, 2026	Departments	CIP and Capital Outlay forms completed and turned into Finance	Internal
May 29, 2026	Departments	Department entry due by the end of the day	Internal
On or before June 1st	Property Appraiser	LCPA provides an estimate of 2026 total assessed values of non-exempt property for budget planning purposes.	Section 200.065(8), FL Statutes
June 2 – 5, 2026	Departments	Budget clear-up review with department head	Internal
June 8, 2026 Monday 6:00PM	City Council	Budget Workshop 1. Set budget parameters 2. Fire Assessment	Internal
June 16, 2026 Tuesday - Regular Meeting	City Council	City adopts preliminary Fire Assessment rate resolution	
On or before July 1st	Property Appraiser	Submit 2026 certified taxable values to the City Council.	Section 193.023(1), FL Statutes, Section 200.065(1), FL Statutes
July 1, 2026	Budget	Deadline for City to submit estimated Fire Assessment Revenue to Property Appraiser for TRIM notice.	Day 1 of TRIM process

July 6, 2026 Monday 6:00PM	City Council	Budget Workshop 1. Capital Outlay and CIP 2. Enterprise	Internal
July 7, 2026 Tuesday - Regular Meeting	City Council	City Council Sets Maximum Millage 6:00 PM	Section 200.065(2)(b), FL Statutes
July 20, 2026 Monday 6:00PM	City Council	Budget Workshop 1. Governmental Funds 2. Internal Services	Internal
No later than August 3 rd	Budget	Notify the Property Appraiser of: 1. The Proposed millage rates for FY 2026-27; 2. The rolled back millage rates for FY 2026-27; The date, time, and place of the public hearings to consider the proposed millage rates and tentative budgets.	Section 200.065(2)(b), FL Statutes Day 35 of TRIM process
August 14, 2026	Budget	Advertise public hearings to consider final adoption of the fire assessment rate resolution.	The mailed notice and public advertisement of the adoption of the annual assessment resolution statutorily must be at least 20 days prior to the public hearing (not inclusive).
August 21, 2026	Property Appraiser	Mail notices of proposed property taxes for 2027 to each taxpayer listed on the current year assessment roll.	Section 200.065(2)(b), FL Statutes, Section 200.069, FL Statutes (Day #55 of TRIM)
August 21, 2026	City Council	Proposed Budget Book to Council	Internal
August 24, 2026 Monday 6:00PM	City Council	Final Budget Workshop 1. Overall budget	Internal
By August 28, 2026	Budget	Post tentative budget to website at least two days before budget hearing – keep for 45 days	Internal
September 3, 2026 Thursday - Special Meeting	City Council	Conduct 1 st public hearings to consider adoption of the proposed millage rate and tentative budget for fiscal year 2026-27. All hearings <u>must</u> begin after 5:00 P.M. Millage rate must be done first. Tentative budget and Proposed millage rate	Section 166.241(3), FL Statutes, Section 200.065(2)(c) – (e), FL Statutes

September 10 th , 2026 Thursday - Special Meeting	City Council	Conduct public hearings to consider adoption of the Fire Assessment Rate resolution	Has to be 20 days after 8/21, & before 9/15. 20-day requirement between the posting of the mailed notices & the adoption of the final resolution Best option is Sept 10 th .
September 11, 2026 Friday	Budget	Advertise public hearings to consider final adoption of the budgets, increases in property taxes and operating expenditures (if applicable), and adoption of millage rate for fiscal year 2026-27.	Section 200.065(2)(d), FL Statutes, Sections 200.065(3), (a), (b), (h)-(i), FL Statutes'. Must be advertised within 15 days of adopting a tentative millage/budget
September 15, 2026 Tuesday - Regular Meeting	City Council	Conduct public hearing to consider final adoption of the millage rate and budget for fiscal year 2026-27. All hearings <u>must</u> begin after 5:00 P.M. Millage rate must be done first.	Section 166.241(3), FL Statutes, Section 200.065(2),(d),(e), FL Statutes. Must be within 2-5 days after advertisement.
September 18, 2026	Budget	Sends out Resolution or the ordinance adopting the final millage rate to the Property Appraiser, the Tax Collector and the DOR	Within 3 days of final hearing
September 30, 2026	Budget	Sends out email to Lake County Manager with the CRA and NE CRA budgets	Section 163.387(6)(b), FL Statutes
October 1, 2026	Budget	Adopts Budget in BS&A	Internal
On or before October 15, 2026	Budget	Submit TRIM Packet to DOR through OASYS eTRIM	Due within 30 days of final hearing



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 17, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Discussion on the Lake County and Lake Municipalities Joint Planning Agreement (JPA) Preserve Rural Lands

Introduction:

At the March 3, 2026, City Council meeting, Mayor Homich requested discussion of a potential joint planning agreement between Lake County and its municipalities related to lands designated as Rural or Rural Transition on the Lake County Future Land Use Map. Council requested additional information prior to further discussion.

Discussion:

The concept discussed at the March 3, 2026, meeting would involve coordination between Lake County and its municipalities regarding lands designated as Rural or Rural Transition on the County's Future Land Use Map. The general framework discussed included the following concepts:

- Lake County would agree not to change the zoning of properties designated as Rural or Rural Transition under the County's current Future Land Use Map.
- Municipalities within Lake County would agree not to annex properties designated as Rural or Rural Transition under the County's current Future Land Use Map.

Staff has prepared an analysis of the proposed concept, which is provided in **Attachment #1** for Council's review.

This discussion does not alter the City's existing annexation authority or policies under Florida law, and any future agreement would be subject to review by the City Council, the City Attorney, and formal approval by all participating jurisdictions. The discussion of this concept is intended for informational and policy consideration purposes and does not constitute a position by the City regarding Lake County land use policies or future land use designations.

Budget Impact:

This item will not impact the budget.

Strategic Impact:

This proposal does not directly implement a specific objective identified in the City's Strategic Plan. However, it relates generally to regional planning coordination and long-term growth management considerations involving Lake County and neighboring municipalities. The discussion may inform future policy considerations related to regional planning and growth management.

Recommendation:

Council discuss the proposed agreement concept between Lake County and its municipalities and provide any feedback or guidance to staff as appropriate.

Attachment(s):

1. Attachment #1 - Staff Analysis

Prepared by: Michele Janiszewski, Deputy Planning Director

Reviewed by:

Michele Janiszewski, Deputy Planning Director

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 3/6/2026

Approved - 3/6/2026

Final Approval - 3/6/2026



Rural Preservation Staff Analysis

March 17, 2026

Background

At the March 3, 2026, City Council meeting, Mayor Homich requested discussion of a potential joint planning agreement between Lake County and its municipalities related to lands designated as Rural or Rural Transition on the Lake County Future Land Use Map.

Concept

- Lake County agrees not to change the zoning of any Rural or Rural Transition–designated properties under its current Future Land Use Map.
- The Lake municipalities agree not to annex any Rural or Rural Transition–designated properties under Lake County’s current Future Land Use Map.

Rural and Rural Transition Future Land Use Categories (FLUC)

Lake County’s 2030 Comprehensive Plan was adopted in 2010 and establishes the Rural and Rural Transition Future Land Use Categories (FLUC) to “maintain the rural character by permitting new single-family homes at a rural density and intensity, by encouraging large areas to remain in a natural or open state, by reducing road congestion, and by limiting commercial and civic uses to the needs of a rural community (Policy I-1.4.3, Purpose of the Rural Future Land Use Series, Lake County Comprehensive Plan).”

These land use categories generally allow a density of one dwelling unit per five net acres; however, the Rural Transition FLUC allows a maximum density of one dwelling unit per one net acre if the property is developed as a Rural Conservation Subdivision or rezoned to a Planned Unit Development (PUD).

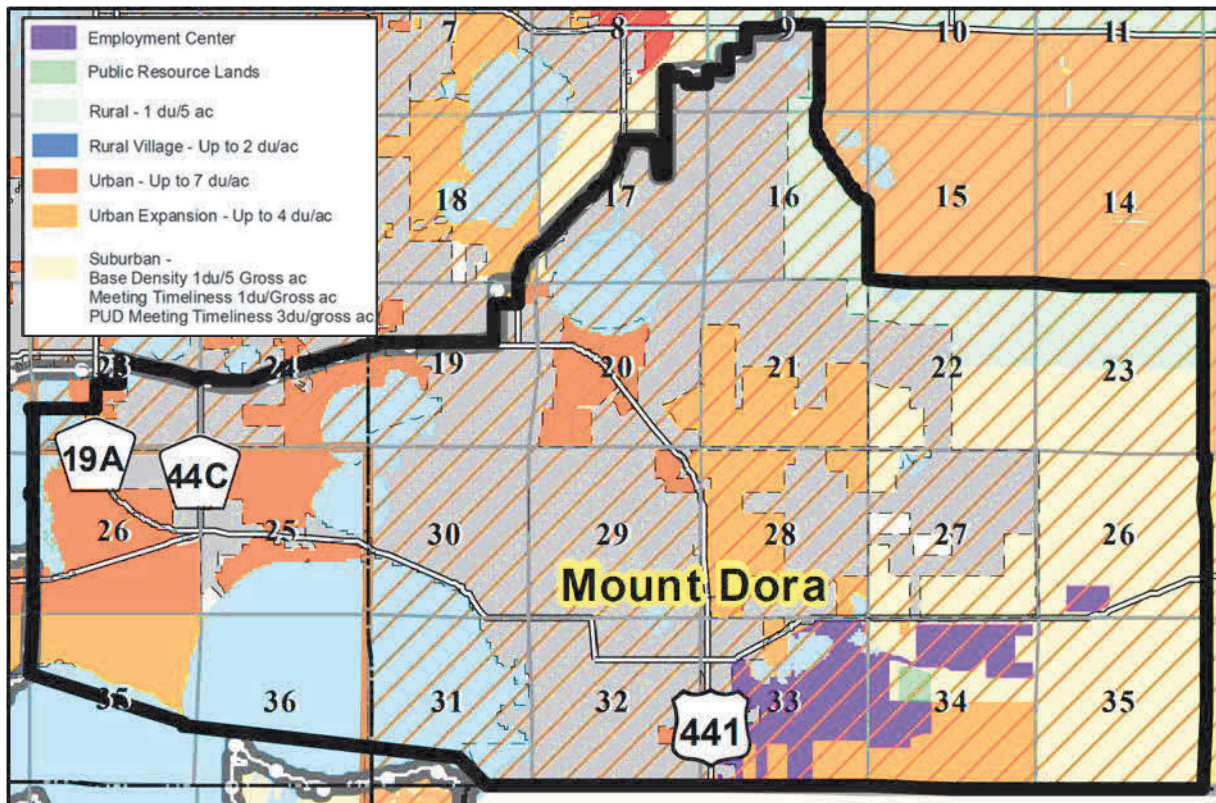
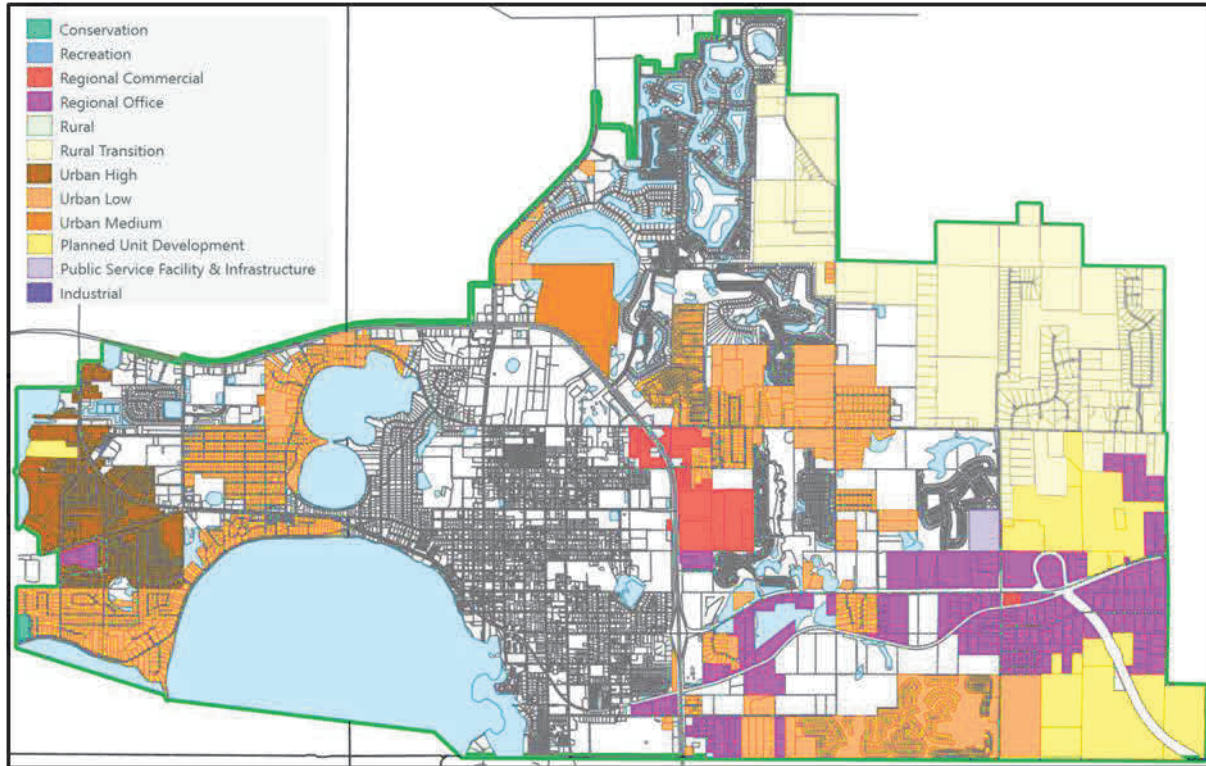
325 properties—consisting of approximately 1,573 acres—of Rural Transition FLUC lie within the boundary of the Mount Dora JPA. The Rural Transition FLUC is located along Britt Road and the northeastern portion of the JPA Boundary.

Lake County’s prior Future Land Use Map had the area designated as Rural (one dwelling unit per five acres) and Suburban (one dwelling unit per five acres, up to 3 dwelling units per acre with timeliness).

ATTACHMENT #1

Rural Preservation Agreement
Staff Analysis

Future Land Use Categories within the Mount Dora JPA (top) and former Future Land Use Map for the County showing the Mount Dora JPA area (bottom).



Rural Protection Areas (RPA)

Lake County has adopted three Rural Protection Areas (RPA), which are established on the Future Land Use Map. The Wekiva-Ocala RPA encompasses lands outside of the Wekiva River Protection Area, extending north into the Ocala National Forest and east of State Road 33 and Eustis; the Emeralda Marsh RPA encompasses lands south of the Marion County line between Lake Griffin and Lake Yale, west of Umatilla, east of Lady Lake and Fruitland Park, and north of State Road 44; and the Yalaha–Lake Apopka RPA is located between the Harris Chain of Lakes and the Clermont Chain of Lakes.

The Mount Dora JPA is not located within any of the established Rural Protection Areas.

Protection Areas

Lake County has established protection areas including the Green Swamp, an area of critical state concern as defined by Florida Statutes; the Wekiva River Protection Area; and the Wekiva Study Area. The Mount Dora JPA is not located within the Green Swamp or the Wekiva River Protection Area, but it is located within the Wekiva Study Area.

The Wekiva Study Area comprises over 200 acres within Lake, Orange, and Seminole counties and was established to protect the water quality, ecological integrity, and recharge capability of the Wekiva River basin. The Wekiva Study Area includes multiple municipalities throughout the three counties (see map below).

Staff Analysis

The proposed language would require the County not to change the zoning district on properties designated as Rural or Rural Transition on its Future Land Use Map. This would conflict with County policies that allow the PUD zoning district within the Rural Transition FLUC. A more logical request would be for Lake County not to change the FLUC on property designated as Rural and Rural Transition to a category that allows a higher density or intensity. Including “a FLUC which allows a higher density or intensity” is recommended to ensure the County could still move forward with a change in FLUC from Rural or Rural Transition to Public Service Facility and Infrastructure or Conservation FLUC.

Agreeing not to annex lands designated by Lake County’s Rural or Rural Transition FLUC is not recommended because it conflicts with the JPA boundary. Areas designated as Rural Transition FLUC have been within the Mount Dora JPA boundary since the JPA was first conceived in 2004.

In addition, the lands designated as Rural Transition FLUC abut the Wolf Branch Innovation District, which is a planned 850-acre mixed-use employment center. The vision for this area is to create job and educational facilities, and the City and Lake County have collaboratively designed this project for almost 20 years in preparation for future growth. The intent of this employment center is to create jobs and educational facilities within the community, thus providing opportunities to retain the local workforce in proximity to housing. Infrastructure improvements

necessary to support this type of development will make the surrounding area prime for more urban development trends in the immediate area.

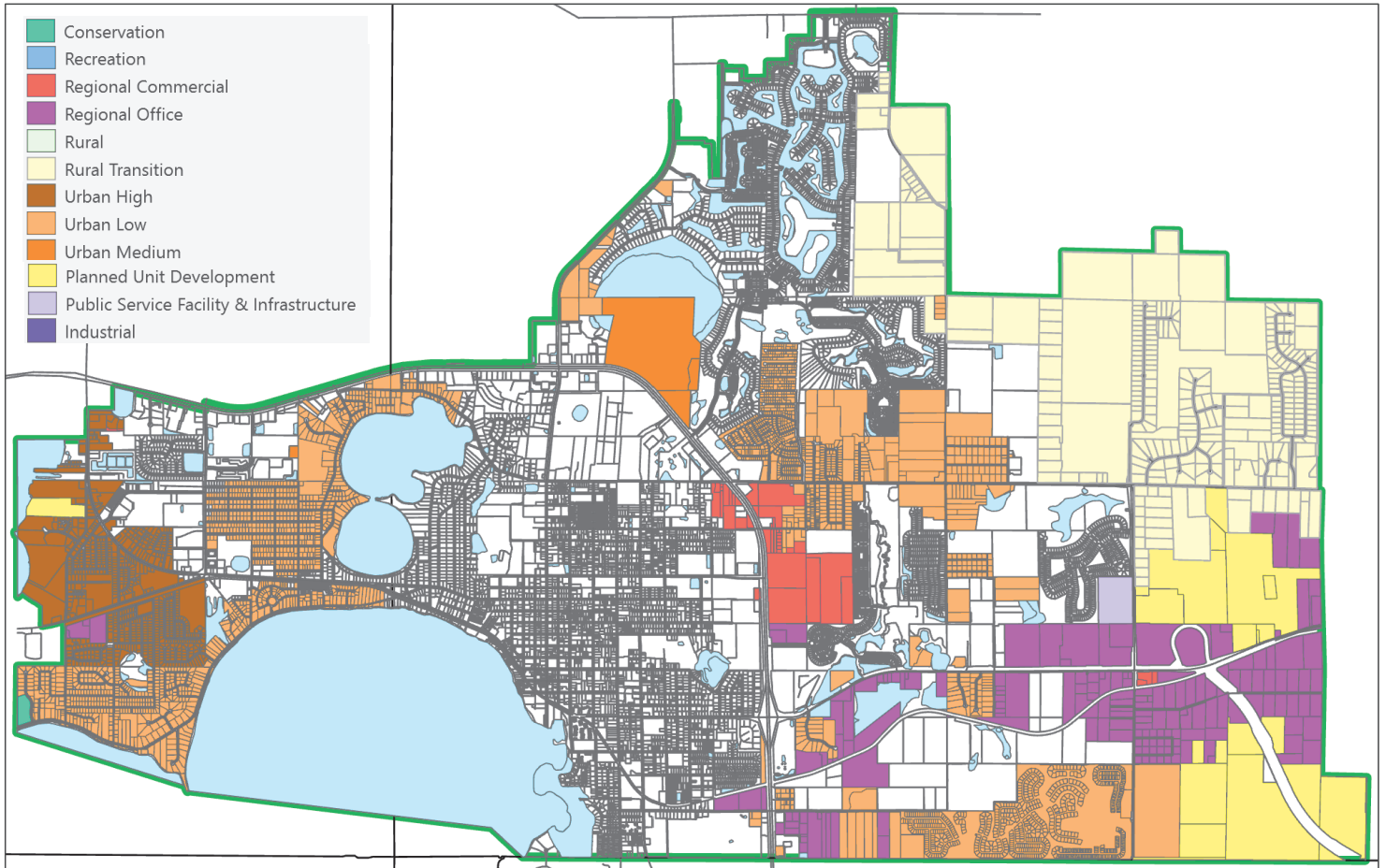
If seeking to keep property designated Rural Transition FLUC at its current development standards—even after annexation into the City limits—staff recommends specifying which areas are to remain with the Rural Transition entitlements. For example, wording may be included to state that property designated as Rural Transition FLUC north of Wolf Branch Road must not be developed at a density or intensity beyond the current land use entitlements. This would allow property designated as Rural Transition FLUC south of Wolf Branch Road to be developed in a manner that complements the Wolf Branch Innovation District.

It is worth noting that land within the JPA boundary is not intended to be immediately annexed and developed; rather, it is the long-range vision for the City. Areas designated as Rural Transition FLUC may currently serve their immediate purpose as a transition between urban and rural lands, but those lands will likely transition into areas of urban expansion in the distant future.

Attachments

- Future Land Uses within the Mount Dora JPA
- Lake County Future Land Use Map

ATTACHMENT #1
Future Land Use Categories within the Mount Dora Joint Planning Area



2030 ADOPTED FUTURE LAND USE PLANNING HORIZON 2030 LAKE COUNTY FLORIDA

Amended Ordinances
Ordinance #2011-40 (Clonts Groves - R to UL)
Ordinance #2011-41 (Pospill Trail Hill Road Property - Text)
Ordinance #2011-42 (Pospill Grays Airport Road Property - Text)
Ordinance #2011-43 (Sorrento Commons Property - Text)
Ordinance #2011-44 (Nola Land Company Property - Annexed to Clermont)
Ordinance #2011-45 (Lang & Scott Property - Text/Map Remove from Protection Area)
Ordinance #2011-46 (WD Long Family Farms - Remove South Lake Overlay)
Ordinance #2012-32 (Pine Lakes Rural Support Corridor)
Ordinance #2013-15 (Callins Bay Area - RT to UL)
Ordinance #2013-34 (Barrington Estates AK#178181 - RT to UL)
Ordinance #2013-35 (Center Trucking/Store AK#s 1176913, 2907005, 2582952, 1388121, 1176905 - RT to U)
Ordinance #2013-36 (Ilwaco AK#s 1027409, 3798103, 3302324, 1323236, 2827068, 3784809 - RO to RC)
Ordinance #2013-37 (Villa City East AK#s1587166, 3781212, 1024609, 1092591 - RT & UL to RO)
Ordinance #2013-59 (Bennings AK#s 1614545, 2993111, 1814337, 1124506, 1708991 - UL to RC)
Ordinance #2014-12 (US 27 Major Commercial Corridor Extension)
Ordinance #2014-20 (UCLR #11 AK#s 1246525, 1246504, 1246482 - C to PSF)
Ordinance #2014-37 (Ecotourism & Agri-Tourism - Text)
Ordinance #2014-38 (Fire Station #109 - C to PSF)
Ordinance #2014-39 (Fire Station #110 - C to PSF)
Ordinance #2014-40 (Fire Station #111 - C to PSF)
Ordinance #2014-41 (Florida Rock - PSF to U)
Ordinance #2014-42 (Nola Land Company)
Ordinance #2014-43 (Mt. Plymouth Gated Communities)
Ordinance #2014-44 (Sorrento Commons Property)
Ordinance #2014-45 (Yalaha Rural Support Corridor - Text)
Ordinance #2014-46 (Jones Property - Mt. Plymouth-Sorrento Neighborhood to Mt. Plymouth-Sorrento Main Street)
Ordinance #2014-47 (Bella Collina FUI Category - RT to Bella Collina)
Ordinance #2014-48 (Bella Collina PUD - Rezone 5 acres - LM to PUD for consistency with new Bella Collina FLUC)
Ordinance #2014-49 (Bassett Small-Scale - PSF to R)
Ordinance #2014-50 (Jackson AK# 1388678 - RC to UL)
Ordinance #2014-74 (U-Haul Small-Scale - RO to RC)
Ordinance #2015-18 (Seminole Irrigation - RO to RC)
Ordinance #2015-25 (Stone - to UL)
Ordinance #2015-30 (Farley Family Trust AK# 2870672 - I to R)
Ordinance #2016-1 (Wellness Way Area Plan - Create New FUI Categories & Series)
Ordinance #2016-36 (Menagias Property AK# 1338001 - C to R)
Ordinance #2016-37 (Moore Fisher AK# 1577926 - C to R)
Ordinance #2016-50 (Kapoor AK# 2664720 - RC to UL)
Ordinance #2016-57 (Summer Bay - UM, UL, RC to Summer Bay)
Ordinance #2016-62 (Cooper AK# 1440947 - RO to RC)
Ordinance #2016-63 (South Lake Regional Park AK# 1101231 - C to SLRP)
Ordinance #2017-21 (Cagan Crossings, East 242 acres - Cagan Crossings to UM)
Ordinance #2017-37 (USA FAA AK# 3454626 - C to R)
Ordinance #2017-57 (Green Swamp Interlachen AK# 1663059 - GS Rural to GS Interlachen)
Ordinance #2018-18 (Savanna Reserve AK# 1704707, 1587816, 1587808, 1507529, 1587794, 1111811, 3456068 - GSRC to GSR)
Ordinance #2018-30 (Bella Collina AK# 3836310, 3836732 and More - Amend Bella Collina)
Ordinance #2018-32 (Oasis Of Hope AK# 1744300 - WNC3 to UL)
Ordinance #2018-42 (Dong Corp AK# 3635345 - RO to RT)
Ordinance #2018-43 (Vista Grande AK# 2873728, 3778275, 1029503 - RT to UL)
Ordinance #2018-47 (Public Safety Communication Tower AK# 3909640 North 9+/- acres - Cons to PSF)
Ordinance #2018-50 (Oak Properties AK# 266564, 1433113 (South Part Remains C - RO to UL))
Ordinance #2018-55 (Walker Property AK# 3335708 - WW1 to UL)
Ordinance #2019-7 (Planned Unit Development - New Future Land Use Category)
Ordinance #2019-42 (Pamphol AK# 3266391, 3330986, 2601175, 2832088 - RO to UL)
Ordinance #2019-57 (Hansen AK# 3306839 - New Future Land Use Category)
Ordinance #2019-58 (Yacht Club at Lake Susan Lodge AK# 1576062, 1587654 - New Future Land Use Category)
Ordinance #2019-70 (Vista Grande AK# 1062080 - RT to UL)
Ordinance #2020-04 (RR & Sons Ventures AK# 1027772, 1411530 - RO to R)
Ordinance #2020-13 (Bella Collina Helipad AK# 3836730 - Bella Collina to Bella Collina Helipad/Open Space)
Ordinance #2020-64 (Evergreen Estates AK# 3502027, 3907275, 3907277, 3907278, 3907279 - WW1 to PUD)
Ordinance #2021-13 (Rubin Groves AK# 1595207, 1595240, 1071011, 2510480, 1595169 - GS Ridge to GS Rubin Groves)
Ordinance #2021-30 (Mt. Ines AK# 1048419, 1124786 - Regional Office to Urban Low)
Ordinance #2021-37 (Hillside Travel Park AK# 1741688 - Urban Low, Urban Medium to Planned Unit Development)
Ordinance #2021-39 (Wildwoods Campground AK# 172745 - Rural to Planned Unit Development)



LEGEND:
2030 Future Land Use Categories

Urban Future Land Use Series

- Urban Low Density - Max 4 du/1 Net Acre
- Urban Medium Density - Max 7 du/1 Net Acre
- Urban High Density - Min 4 - Max 12 du/1 Net Acre
- Bella Collina
- Bella Collina Helipad/Open Space
- Cagan Crossings
- Industrial
- Hansen 1 du
- Planned Unit Development
- Regional Commercial
- Regional Office
- Summer Bay

Rural Future Land Use Series

- Rural - Max 1 du/5 Net Acres
- Rural Transition - Max 1 du/5 Net Acres Base Density
- Max 1 du/3 Net Acres with 35% Open Space
- Max 1 du/1 Net Acre with 50% Open Space

Public Benefit Future Land Use Series

- Conservation
- Public Service Facility and Infrastructure
- Recreation
- South Lake Regional Park

Applicable Only In Mt. Plymouth-Sorrento Community

- Mt. Plymouth - Sorrento Main Street
- Max 5.5 du/Net Acre w/TDR's in the WRPA
- Mt. Plymouth - Sorrento Neighborhood
- Max 2 du/1 Net Acre

Applicable Only In Wekiva River Protection Area

- A-1-20 Receiving Area
- Max 1 du/20 Net Acres Base Density
- Max 1 du/5 Net Acres with 50% Open Space
- Max 1 du/1 Net Acre with 50% Open Space and TDR's
- A-1-20 Sending Area
- Max 1 du/20 Net Acres Base Density
- Max 1 du/5 Net Acres with 50% Open Space
- A-1-40 Sending Area
- Max 1 du/40 Net Acres Base Density
- Max 1 du/10 Net Acres with 50% Open Space
- Mt. Plymouth - Sorrento Receiving Area
- Max 5.5 du/1 Net Acre/TDR's

Applicable Only In Green Swamp Area of Critical State Concern

- Core Conservation - Max 1 du/20 Net Acres
- Interlachen - Max 35 du
- Ridge - Max 4 du/1 Net Acre
- Rural Conservation - Max 1 du/10 Net Acres
- Green Swamp Rural - Max 1 du/5 Net Acres
- Green Swamp Yacht Club at Lake Susan Lodge - Max 15 du
- Green Swamp Rubin Groves - Max 6 du/1 Net Acre

Applicable Only In Wellness Way Area Plan

- Wellness Way 1
- Wellness Way 2
- Wellness Way 3
- Wellness Way 4
- Towncenter

Other Symbols:

- Major Road
- Water Body
- Major Commercial Corridor
- Minor Commercial Corridor
- Rural Support Corridor
- Wellness Way
- Area Plan Boundary
- Wekiva River Protection Area
- Wekiva Study Area
- Special Community
- Rural Protection Area
- Lake Apopka Basin Overlay
- Municipal Area - Current as of Feb 2022
- Rural Support Intersection
- Symbol denotes intersection location only. Refer to Comprehensive Plan for Rules concerning Rural Support Intersections.
- Municipal boundaries are subject to change and do not necessarily reflect information which has recently occurred.

DATA SOURCES:
Office of Planning and Zoning

Map Produced By Office of Planning & Zoning, GIS Section

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LAKE COUNTY FL
REAL ESTATE • LAND DEVELOPMENT



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 17, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Lobbyist Update

Introduction:

Gray Robinson, P.A. represents the City of Mount Dora in activities related to the legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status of current work in progress.

Discussion:

Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached is the February 2026 Monthly Report.

Budget Impact:

Lobbyist Activities are funded in GL account 421-1910-536.31-11

Strategic Impact:

The contract with Gray Robinson, P.A. allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

Recommendation:

Informational Item.

Attachment(s):

1. Mount Dora February 2026 Report

Prepared by: Jeanann Hand, City Clerk
Reviewed by:

Vince Sandersfeld, City Manager

Final Approval - 3/6/2026

March 2, 2026

**City of Mount Dora
February Activity Report**

Communications

- Weekly Session newsletters with updates on legislative activity
- Shared update on House and Senate budget proposals
- Met with Senator Truenow's staff to discuss Mount Dora's appropriations requests going into budget conference
- Wekiva Letter of Support signed by Representative Gentry
- Update on Municipal Utility bills moving in House and Senate

Next Steps

- Continue to monitor and share updates on relevant grant opportunities
- Continue to meet with key legislators regarding 2026 Legislative priorities

Ryan Matthews/Angela Drzewiecki