

DISCUSSION AND ACTION ITEMS

UPDATE AND REVIEW OF TOWN'S CAPITAL PROJECTS

PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

RESOLUTION 2025-155

RESOLUTION NO. 2025-155

A RESOLUTION OF TOWN OF MONTVERDE, FLORIDA, APPROVING THE CLEAN WATER STATE REVOLVING FUND PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT FOR WW 351330 WHICH PROVIDES FOR 100% LOAN FORGIVENESS IN THE AMOUNT OF \$19,823,318; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE LOAN AGREEMENT; DIRECTING THE TOWN MANAGER TO CARRY OUT THE TERMS OF THE LOAN AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE

WHEREAS, the Town Council of the Town of Montverde is authorized pursuant to s.166.111, Florida Statutes to enter into loan agreements from time to time to finance the undertaking of permitted capital projects and may pledge the funds of the Town for the payment of debt; and

WHEREAS, the State Revolving Fund loan priority list designated Project No. WW351330 as eligible for available funding; and

WHEREAS, the Town Council authorized the submitting of an application for funds in the amount of \$19,823,318.00 from the State Revolving Fund program; and

WHEREAS, the Town Council of the Town of Montverde, Florida finds that the Clean Water State Revolving Fund Planning, Design and Construction Loan Agreement WW351330 is beneficial to the Town of Montverde, its residents and its businesses; and

WHEREAS, the Town Council of the Town of Montverde, Florida desires to approve the Clean Water State Revolving Fund Planning, Design and Construction Loan Agreement WW351330 between the State of Florida Department of Environmental Protection and the Town of Montverde

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, AS FOLLOWS:

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The Clean Water State Revolving Fund Planning, Design and Construction Loan Agreement WW351330 between the State of Florida Department of Environmental Protection and the Town of Montverde, Florida, a copy of which is attached hereto, is approved.

SECTION III. The Town Manager is authorized to represent the Town in carrying out the Town's responsibilities under the loan agreement. The Town Manager is authorized to delegate responsibility to appropriate Town staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION IV. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION V. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION VI. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED at a meeting of the Town Council of the Town of Montverde this ____ day of January, 2025.

Mayor Joe Wynkoop

Attest

Sandy Johnson, Town Clerk

Approved as to form and legality:

Anita Geraci-Carver, Town Attorney

Council Member _____ moved the passage and adoption of the above and foregoing Resolution. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
Vice Mayor Carol Womack		
Councilmember Allan Hartle		
Councilmember Jim Ley		
Councilmember Joe Morganelli		
Mayor Joe Wynkoop		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

TOWN OF MONTVERDE, FLORIDA

**CLEAN WATER STATE REVOLVING FUND
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT
WW351330**

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

CLEAN WATER STATE REVOLVING FUND PLANNING, DESIGN AND CONSTRUCTION LOAN
AGREEMENT

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**CLEAN WATER STATE REVOLVING FUND
PLANNING, DESIGN, AND CONSTRUCTION LOAN AGREEMENT
WW351330**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the TOWN OF MONTVERDE, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

RECITALS

Pursuant to Section 403.1835, Florida Statutes and Chapter 62-503, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of wastewater pollution control facilities; and

Executive Order No. 22-218 and 22-229 declared a state of emergency in Florida due to Hurricane Ian which made landfall on September 28, 2022 and the Department adopted Emergency Final Order OGC No. 22-2686 to address such emergency conditions; and

The Local Government applied for the financing of the Project, and the Department has determined that such Project meets requirements for a Loan and Principal Forgiveness to address immediate health and safety needs attributed to Hurricane Ian.

AGREEMENT

In consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) “Agreement” or “Loan Agreement” shall mean this planning, design and construction loan agreement.

(2) “Authorized Representative” shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.

(3) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(4) "Design Activities" shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, for an eligible construction project.

(5) "Final Amendment" shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount.

(6) "Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06.

(7) "Financial Assistance" shall mean Principal Forgiveness funds or Loan funds.

(8) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan.

(9) "Fiscal Sustainability Plan" shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan shall include the inventory and evaluation of assets, the certification of water and energy conservation implementation efforts, as well as a plan for the maintenance, repair and, if necessary, the replacement of assets, as well as the schedule to do so.

(10) "Gross Revenues" shall mean all income or earnings received by the Local Government from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(11) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(12) "Loan Application" shall mean the completed form which provides all information required to support obtaining planning, design and construction loan financial assistance.

(13) "Local Governmental Entity" means a county, municipality, or special district.

(14) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(15) "Planning Activities" shall mean the planning or administrative work necessary for the Local Government to qualify for Clean Water State Revolving Fund financing for construction of wastewater transmission, collection, reuse, and treatment facilities.

(16) "Principal Forgiveness" shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(17) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to plan, design and construct the Supplemental Appropriation for Hurricanes Fiona and Ian Wastewater Project.

(18) "Sewer System" shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

(19) "Utility System" shall mean all devices and facilities of the Sewer System owned by the Local Government.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) The Local Government knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Local Government shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning, design, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action to comply with this agreement.

(8) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Loan disbursement receipts.

(9) RESERVED.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Local Government agrees to complete the Project in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted.

(12) The Local Government covenants that this Agreement is entered into for the purpose of completing the Project which will in all events serve a public purpose. The Local Government covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) RESERVED.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that this Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
ST-03D10924-0	EPA	66.458	Capitalization Grants for State Revolving Funds	\$19,823,318	140131

(2) Audits.

(a) In the event that the Local Government expends \$1,000,000 or more in Federal awards in its fiscal year, the Local Government must have a Federal single audit or program specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Local Government shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the Local Government conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Local Government shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512

(c) If the Local Government expends less than \$1,000,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government. In the event that the Local Government expends less than \$1,000,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Local Government resources obtained from other than Federal entities).

(d) The Local Government may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/>.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Local Government directly to each of the following:

- (i) The Department at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

- (ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

<https://harvester.census.gov/facweb/>

- (iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Local Government shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Government in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Government will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III – RESERVED.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Local Government shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Local Government shall have an interest in real property or necessary approvals sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. The Authorized Representative shall submit a clear site title certification by the date set forth in Section 10.07 of this Agreement.

4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured. The Local Government may be required to reimburse the Department for the Principal Forgiveness funded cost of any such part, taking into consideration any increase or decrease in value.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Project and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Local Government's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs.

4.08. DISBURSEMENTS.

This Agreement allows for funds to be advanced to the Local Government for allowable invoiced costs, under the provisions of 216.181, Florida Statutes. Disbursements shall be made directly to the Local Government only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. In addition to the invoices for costs incurred, proof of payment will be required with the following disbursement request.

Disbursements shall be made directly to the Local Government for reimbursement of the incurred planning, design, and construction costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

Requests by the Local Government for disbursements of the planning, design or construction funds shall be made using the Department's disbursement request form. The Department reserves the right to retain 25% of the funds until the information necessary for the Department to prepare the Environmental Information Document as described in Rule 62-503.751, Florida Administrative Code, has been provided.

4.09. ADVANCE PAYMENT.

The Department may provide an advance to the Local Government, in accordance with Section 216.181(16)(b), Florida Statutes. Such advance will require written request from the Local Government, the Advance Payment Justification Form and approval from the State's Chief Financial Officer. The Local Government must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

Unused funds, and interest accrued on any unused portion of advanced funds that have not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

The parties hereto acknowledge that the State's Chief Financial Officer may identify additional requirements, which must be met in order for advance payment to be authorized. If the State's Chief Financial Officer imposes additional requirements, the Local Government shall be notified, in writing, by the Department regarding the additional requirements. Prior to releasing any advanced funds, the Local Government shall be required to provide a written acknowledgement to the Department of the Local Government's acceptance of the terms imposed by the State's Chief Financial Officer for release of the funds.

If advance payment is authorized, the Local Government shall be responsible for submitting the information requested in the Interest Earned Memorandum to the Department quarterly.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RESERVED.

5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Local Government's uniform schedule of rates, fees, and charges.

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Local Government shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department

elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) RESERVED.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.15 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if the Local Government shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to the Local Government, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Government by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Government to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default, the Department may enforce its rights by, *inter alia*, any of the following remedies:

- (1) By mandamus or other proceeding at law or in equity, to fulfill this Agreement.
- (2) By action or suit in equity, require the Local Government to account for all moneys received from the Department.
- (3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.
- (4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Government, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII – RESERVED.

ARTICLE VIII - GENERAL PROVISIONS

8.01. RESERVED.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to provide copies of relevant records and statements for inspection and cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost and Project schedule. A Final Amendment establishing the final Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Government to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Government, suspend or terminate this Agreement.

(1) Failure of the Local Government to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the dates set in Section 10.07 for submittal and approval of Planning and/or Design Activities, whichever date occurs first.

(2) Failure of the Local Government, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Government.

In the event that following the execution of this Agreement, the Local Government decides not to proceed with this Loan, this Agreement can be cancelled by the Local Government, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. SIGNAGE.

The Local Government agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at <https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents> as "Guidance for Meeting EPA's Signage Requirements".

8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon

guidance is located on the EPA website at: <https://www.epa.gov/grants/davis-bacon-and-related-acts-dbra>.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

8.11. RESERVED.

8.12. FISCAL SUSTAINABILITY PLAN.

The Federal Water Pollution Control Act (FWPCA), under Section 603(d)(1)(E)(i) of that act, requires a recipient of a Loan for a project that involves the repair, replacement, or expansion of a treatment works to develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented such a plan.

The Local Government shall either develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented a Fiscal Sustainability Plan, that includes the following: An inventory of critical assets that are a part of the treatment works; an evaluation of the condition and performance of inventoried assets or asset groupings; a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

At a minimum, the Fiscal Sustainability Plan shall include: an inventory of critical assets that are part of the Project funded by this Agreement; an evaluation of the condition and performance of these assets; a certification that the assistance recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

A Fiscal Sustainability Plan certification is a certification by the Local Government that the Fiscal Sustainability Plan has been developed and is being implemented. For systems that self-certify under Section 603(d)(1)(E)(ii), certification is due at the time of loan closing. For systems developing a Fiscal Sustainability Plan under Section 603(d)(1)(E)(i), the requirement to develop and implement a Fiscal Sustainability Plan is a condition of the Loan Agreement and is due before the final disbursement is approved.

8.13. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and

maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399**

8.14. SCRUTINIZED COMPANIES.

(1) The Local Government certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government or its subcontractors are found to have submitted a false certification; or if the Local Government, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Government certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors that are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Government agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.15. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Government under this Agreement in the following events, as determined by the Department:

- (1) The Local Government abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Local Government is rendered improbable or the Department has reasonable grounds to be insecure in Local Government's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Government in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Government of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Local Government shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Government prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Government, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

8.16. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Local Government and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

ARTICLE IX - CONTRACTS AND INSURANCE

9.01. CONTRACTS.

(1) The following documentation is required to receive the Department's authorization to award construction contracts:

(a) Proof of advertising.

(b) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(c) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(d) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(e) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.

(f) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(g) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(h) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

(2) The following must be provided to the Department for professional services contract(s):

(a) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation.

(b) Current certifications for Minority and Women's Business Enterprises participating in the contract.

9.02. SUBMITTAL OF CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Local Government shall submit the following documents:

- (a) Contractor insurance certifications.
- (b) Executed Contract(s).
- (c) Notices to proceed with construction.

(2) After the Local Government has awarded the professional services contract(s), the Local Government shall submit the following documents:

- (a) Executed Contract(s).
- (b) Professional Services Procurement Certification.

9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$19,823,318. Of that, the estimated amount of Principal Forgiveness is \$19,823,318.

10.02. RESERVED.

10.03. RESERVED.

10.04. RESERVED.

10.05. RESERVED.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

The Local Government agrees to the following estimates of Project costs:

<u>CATEGORY</u>	<u>PROJECT COSTS (\$)</u>
Planning Activities	280,318
Design Activities	2,100,000
Construction and Demolition	15,698,700
Contingencies	1,569,870
Technical Services After Bid Opening	174,430
SUBTOTAL (Disbursable Amount)	19,823,318
Less Principal Forgiveness	(19,823,318)
TOTAL (Loan Principal Amount)	0

10.07. SCHEDULE.

The Local Government agrees by execution hereof:

(1) This Agreement shall be effective on February 14, 2024. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Initial submittal of Planning Activities is scheduled for July 15, 2025. Planning Activities must be approved by the Department before reimbursement for Design Activities.

(3) Initial submittal of Design Activities is scheduled for May 15, 2026. Design Activities must be approved by the Department before reimbursement for Construction.

(4) A clear site title certification shall be submitted no later than May 15, 2026.

(5) Evidence that permitting requirements have been satisfied for all Project facilities proposed for construction loan funding no later than May 15, 2026.

(6) Completion of Project construction is scheduled for May 15, 2028.

10.08. SPECIAL CONDITION

Prior to execution of this Agreement The Local Government will need advance payment approval or submit invoices dated on or after the effective date and specified in 10.07(1), along with proof of payment, for reimbursement of allowable invoiced costs.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW351330 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
TOWN OF MONTVERDE

Town Manager

Attest: I attest to the opinion expressed in Section
2.02, entitled Legal Authorization.

Town Clerk

Town Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

RESOLUTION NO. 2025-157

RESOLUTION 2025-157

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, APPROVING TASK ORDER PROPOSAL DATED JANUARY 8, 2025 BETWEEN THE TOWN OF MONTVERDE AND WOODARD & CURRAN, INC. FOR DEVELOPMENT OF A STORMWATER FACILITIES PLAN; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Montverde issued RFQ 21-02 for the purposes of selecting an engineering firm for engineering and design services for potable water utility, and such other services as requested by the Town; and

WHEREAS, the Town selected Woodard & Curran, Inc and entered into a Consultant Services Agreement which provides for the issuance of Task Orders; and

WHEREAS, the parties desire to enter into Task Order Proposal dated January 8, 2025 for development of a Stormwater Facilities plan to identify projects that reduce flood risk by reducing stormwater runoff, and to demonstrate the eligibility of these projects to be funded using the \$19.8 Special Appropriation for Hurricanes Fiona and Ian (SAHFI) Grant awarded to the Town in February 2024; and

WHEREAS, the Task Order sets forth the terms and conditions under which Woodard & Curran, Inc. will provide services relating to development of a stormwater facilities plan for the Town of Montverde; and

WHEREAS, the Town Council finds it beneficial to the Town of Montverde, its residents and businesses to approve the task order with the terms and conditions outlined therein; and

WHEREAS, has home rule authority to take any action in the furtherance of the interest of the Town that is not in conflict with general law, and taking action authorized in this resolution is not in conflict.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, LAKE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Task Order Proposal for Stormwater Facilities Plan (SAHFI) dated January 8, 2025 between the Town of Montverde and Woodard & Curran, Inc., a copy of which is attached hereto, is approved.

Section 2. The Council authorizes the Town Manager to execute the Agreement.

Section 3. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Montverde, Florida.

PASSED AND RESOLVED at a meeting of the Town Council of the Town of Montverde, Florida this ___ day of January, 2025.

Joe Wynkoop, Mayor

Attest:

Sandy Johnson, Town Clerk

Approved as to form and legality:

Anita Geraci-Carver, Town Attorney

First Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Resolution. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
Carol Womack, Vice Mayor		
Allan Hartle, Councilmember		
Jim Ley, Councilmember		
Joe Morganelli, Councilmember		
Joe Wynkoop, Mayor		

Via Electronic Mail

January 8, 2025



Paul Larino, Town Manager
Town of Montverde
17404 Sixth Street
Montverde, FL 34756

Re: Task Order Proposal – Stormwater Facilities Plan (SAHFI)

Dear Mr. Larino:

Woodard & Curran, Inc. (W&C) appreciates the opportunity to provide this scope of professional engineering services to the Town of Montverde (Town) to develop a Stormwater Facilities Plan. The primary purpose of this Facilities Plan is to identify projects that reduce flood risk by reducing stormwater runoff, and to demonstrate the eligibility of these projects to be funded using the \$19.8M Special Appropriation for Hurricanes Fiona and Ian (SAHFI) Grant awarded to the City in February 2024.

SCOPE OF SERVICES

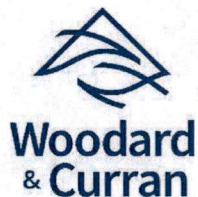
The following aspects are to be included in the Florida Department of Environmental Protection State Revolving Loan Fund Program Facilities Plan:

Task 1.0 Identify and Confirm Project Alternatives

To ensure that our project team and work product is aligned with the City's needs, we will begin the project with a kick-off meeting held with our team and key representatives from the City. In this meeting, we will review the scope of work and establish baseline information for technical and administrative project elements.

Woodard & Curran will review and evaluate existing policies and standards used in planning and design, regulatory framework, National Pollutant Discharge Elimination System (NPDES) requirements, and water quality objectives. We will also review plans, projects, and data from existing resources, drainage sub-watershed boundaries and characteristics, GIS and topographic data, and record storm drain improvement plans, storm drain assessment documents, etc. Available information shall be provided by the City and is anticipated to include:

- Infrastructure mapping
- NPDES MS4 Notice of Intent and annual reports
- BMAPs
- Previous drainage studies and modeling
- County and City's GIS database
- City's infrastructure plans
- City's call service center records
- Existing surveys/plans on file from development projects in the watershed
- Flood event/history



Woodard & Curran will Identify and confer with the City staff and other stakeholders to clearly establish stormwater goals, strategies, priority criteria, and methodology to:

- Provide an initial infrastructure inventory
- Understand how stormwater is stored and conveyed
- Understand system deficiencies
- Confirm problem areas
- Identify CIP projects
- Develop priorities
- Review stormwater management policies for compliance with NPDES Permit
- Resiliency Evaluation

Based on these reviews, Woodard & Curran will develop a list of project alternatives and will confirm the identified alternatives with the Town to ensure they align with its priorities.

Task 2.0 Develop and Plan Project Recommendations

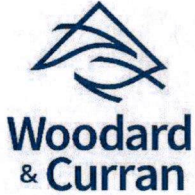
For each project alternative identified in Task 1.0, Woodard & Curran will gather sufficient data, prepare, and furnish the following in accordance with the Florida Department of Environmental Protection guidelines as established by F.S. 62.503, clean water treatment, disposal, and collection for the State Revolving Loan Fund program:

- Sufficient illustrative detail of the local service region.
- Identify where the project or activity is located.
- Confirm the service area census tracts.
- Prepare the statement of need or justification for the project.
- Environmental and economic impacts and benefits of the project.
- New collection areas, if applicable.
- Provide sufficient data to support treatment upgrades, if applicable.
- Describe and evaluate at least three alternative approaches for each project, including the "no action" alternative.
- Discuss the various factors that affected the decision-making process that lead to the "selected alternative" and a rationale for selecting that alternative.

Task 3.0 Estimate Project Costs

The Facilities Plan shall include a cost analysis as outlined below:

- A cost and effectiveness analysis of the processes, materials, techniques, and technologies for carrying out the proposed project.
- Selected alternative shall maximize the potential for energy efficiency considering the cost of constructing, operating, and maintaining, and replacing the project or activity, as necessary.



- Describe the existing and recommended facilities estimated capital costs, estimated operation and maintenance costs, and repair and replacement costs, if applicable.
- Cost breakdown – provide the total cost reflective of the data used in the cost comparison. We will provide an order-of-magnitude cost to each recommendation (i.e. higher/lower comparison).
- Complete a Capital Finance Plan.

Task 4.0 Perform Environmental Review

An Environmental Review is required for each project and will be included in the preparation and publication of an Environmental Information Document (EID) as listed below:

- List of threatened, endangered, proposed, and candidate species and designated critical habitats that may be present in the project area (may be obtained from U.S. Fish & Wildlife Service).
- Discuss any significant adverse effects upon flora, fauna, threatened or endangered plant or animal species, surface water bodies, prime agricultural lands, wetlands, or undisturbed natural areas.
- Discuss any significant adverse human health or environmental effects on minority or low-income communities.
- List any significant adverse environmental effects and what project features will mitigate such effects.

Task 5.0 Address SAHFI Grant Eligibility Requirements

Woodard & Curran will provide justification for grant eligibility by describing how individual project elements meet the Stormwater SAHFI program goals. Applicable elements are required to address the following:

- Green infrastructure that reduces flood risk by reducing stormwater runoff, including permeable pavement, green roofs and walls, bioretention infrastructure (e.g., constructed wetlands, detention basins, riparian buffers, or stormwater tree trenches/pits/boxes), stream daylighting, and downspout disconnection
- Natural systems, and features thereof, capable of mitigating a storm surge, such as barrier beach and dune systems, tidal wetlands, living shorelines, and natural berms/levees

Task 6.0 Develop Facilities Plan Document

Develop and prepare the Draft and Final Stormwater Facilities Plan, including primary watersheds and sub-basins. Identify infrastructure deficiencies at existing facilities and develop a capital improvement plan with cost estimates for current and future capital costs. The Facilities Plan will be signed and sealed by a professional engineer.



Woodard & Curran will also facilitate the public meeting process by preparing for and presenting the Stormwater Facilities Plan at a public (City Council) meeting. The work under this task includes the development of graphics and supporting meeting documentation. Woodard & Curran assumes the City will provide the meeting location and appropriate public notice(s).

This task also includes submitting Facilities Plan elements for review at various milestones allowing the City team to provide effective and timely feedback and support.

The Facilities Plan will be developed based on a desktop level evaluation supplemented with field observations and interviews with City staff, as noted above. Preliminary hydrologic and hydraulic computations will be performed to provide order of magnitude sizing of stormwater infrastructure.

Task 7.0 Project Management and Coordination

This task consists of activities necessary to inform the Town of the project's needs; monitor and control the funding and grant administration process; coordinate information and meetings; coordinate with project stakeholders; reach timely decisions to meet the project schedule; prepare reports to the Town on the progress of the project and provide status of schedule and budget; and provide financial oversight.

The purpose of this task is to support general project administration, project management, permit acquisition, participation in conference calls, attendance at project meetings, and expenses. It includes:

- Development of a project schedule;
- Preparation of progress reports, identifying project progress to date, and schedule and financial updates;
- Invoicing on a monthly basis;
- Attendance and Facilitation of Coordination meetings with the Town



SCHEDULE

This scope of work is estimated to be completed over a period of nine months, to commence upon receipt of notice-to-proceed from the Town.

BUDGET

The project will be completed on a lump-sum basis for an amount not to exceed \$280,318. This project is eligible to be funded through the SAHFI Grant and is therefore anticipated to be fully reimbursable to the Town. The proposed budget for completion of the work described herein is summarized below:

Task	Description	Fee
1.0	Identify and Confirm Project Alternatives	\$40,400
2.0	Develop and Plan Project Recommendations	\$96,818
3.0	Estimate Project Costs	\$23,100
4.0	Perform Environmental Review	\$34,100
5.0	Address SAHFI Grant Eligibility Requirements	\$23,000
6.0	Develop Facilities Plan Document	\$38,900
7.0	Project Management and Coordination	\$24,000
Total:		\$280,318



TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the terms of the Consultant Services Agreement – Professional Engineering and Design for Storm and Sanitary Sewer Services between Woodard & Curran, Inc. and Town of Montverde dated June 1, 2022, as awarded under RFQ #2021-01. This task order shall serve as a Task Authorization under that Agreement.

We greatly appreciate this opportunity to offer our services. If you accept this proposal and wish to proceed with the Scope of Services, please sign in the space indicated below and return a copy for our files. Please feel free to call the undersigned at (407) 580-1707 or by email at sshannon@woodardcurran.com if you have any questions regarding this proposal or require any further information.

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in blue ink, appearing to read "Scott C. Shannon".

Scott C. Shannon, P.E.
Senior Vice President

SCS/arm

PN: 233076.13


IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.



AUTHORIZATION BY:

WOODARD & CURRAN, INC.

TOWN OF MONTVERDE

 8 January 2025

Signature Date

Signature Date

Scott C. Shannon

Name (printed)

Name (printed)

Senior Vice President

Title

Title

RESOLUTION NO. 2025-160

RESOLUTION 2025-160

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, AWARDED CONTRACT TO BLACKWATER CONSTRUCTION SERVICES LLC RESULTING FROM THE TOWN'S INVITATION TO BID FOR STORMWATER IMPROVEMENTS ISSUED OCTOBER 7, 2024; APPROVING THE CONFORMED AGREEMENT BETWEEN THE TOWN OF MONTVERDE, FLORIDA AND BLACKWATER CONSTRUCTION SERVICES LLC IN AN AMOUNT NOT TO EXCEED \$723,021 FOR MONTVERDE STORMWATER IMPROVEMENTS PROJECT BEING FUNDED THROUGH A FLORIDA EPA GRANT AND LAKE COUNTY WATER AUTHORITY STORMWATER GRANT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Montverde, Florida received funding for stormwater projects from a Florida EPA Grant under the Resilient Florida Program and a Lake County Water Authority Stormwater Grant; and

WHEREAS, the Town issued an Invitation to Bid on October 7, 2024 inviting sealed bids for stormwater improvements which includes, clearing and grubbing, tree removal, full depth pavement reconstruction, roadway widening, driveway apron reconstruction, installation of curbing, installation of sidewalk, construction of stormwater Best Management Practices, revegetation, and all materials and equipment, construction, and services inherent in the foregoing described work (the "Project"); and

WHEREAS, two bids were received, and the sealed bid submitted by Blackwater Construction Services LLC was the lowest, most responsive, responsible bidder; and

WHEREAS, the Town Council finds it to be in the public interest to award a contract to Blackwater Construction Services LLC and approve the Conformed Agreement between the Town of Montverde, FL and Blackwater Construction Services LLC for the Project.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council awards a contract for the Project to Blackwater Construction Services LLC for the Project and approves the Conformed Agreement between the Town of Montverde, FL and Blackwater Construction Services LLC, a copy of which is attached hereto.

Section 3. The Town Council authorizes the town manager to execute the Conformed Agreement between the Town of Montverde, FL and Blackwater Construction Services LLC.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND RESOLVED this _____ day of January 2025 by the Town Council of the Town of Montverde, Florida.

Joe Wynkoop, Mayor

Attest:

Sandy Johnson, Town Clerk

Approved as to form and legality:

Anita Geraci-Carver, Town Attorney

Council Member _____ moved the passage and adoption of the above and foregoing Resolution. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
Carol Womack, Vice Mayor		
Allan Hartle, Councilmember		
Jim Ley, Councilmember		
Joe Morganelli, Councilmember		
Joe Wynkoop, Mayor		

SECTION 00 52 10

CONFORMED AGREEMENT

THIS AGREEMENT is by and between Town of Montverde, FL (“Owner”) and Blackwater Construction Services LLC (“Contractor”). Owner and Contractor hereby agree as follows.

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as Stormwater Improvements, which includes: clearing and grubbing, tree removal, full depth pavement reconstruction, roadway widening, driveway apron reconstruction, installation of curbing, installation of sidewalk, construction of stormwater Best Management Practices (BMP’s), revegetation; and all materials and equipment, construction, and services inherent to the Work.

1.02 The Work includes the principal features specified in Section 01 11 00 – Summary of Work.

ARTICLE 2 – THE PROJECT

2.01 The Project under the Contract Documents is generally known as “Stormwater Improvements”.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Woodard & Curran, Inc. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Substantial Completion and Final Payment*

A. The Work shall be substantially complete within 120 calendar days from the commencement of Contract Times as provided in Paragraph 2.03 of the Standard General and Supplementary Conditions and completed and ready for final payment, in accordance with Paragraph 14.07 of the Standard General Conditions, 150 calendar days from the commencement of Contract Times.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Standard General Conditions and Supplementary Conditions, if any. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$250** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$250** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below based on unit pricing stated in Contractor’s Bid attached hereto:

TOTAL PRICE (based on unit prices in Unit Prices Form Section 00 43 22)

Seven Hundred Twenty-three Thousand Twenty-one Dollars
and Zero Cents

\$ 723,021.00

- A. Unit Prices have been computed in accordance with Paragraph 11.03.A of the Standard General Conditions and Supplementary Conditions, if any.
- B. The prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the Standard General Conditions and Supplementary Conditions, if any, estimated quantities are not guaranteed (except for those that may be estimated by the Contractor), and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the Standard General Conditions and Supplementary Conditions, if any. Final payment for unit price items will be based on actual quantities determined and based on the unit prices in the Unit Prices Form.

- C. When the accepted quantity of any item of Unit Price Work performed by the Contractor (as measured in accordance with 9.07 of the General and Supplementary Conditions, if any) differs from the estimated quantity indicated in the attachment(s) to this Agreement for an item of Unit Price Work, no adjustment or allowance will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly or indirectly from such increased or decreased quantities, or from unbalanced allocation of overhead expense among the Unit Price Work items on the part of the Contractor, or subsequent loss of expected reimbursements therefor.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the Standard General Conditions and Supplementary Conditions, if any. Applications for Payment will be processed by Engineer as provided in the Standard General Conditions and Supplementary Conditions, if any, and the General Requirements.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the Standard General Conditions and Supplementary Conditions, if any, (and in the case of Unit Price Work based on the number of units completed).

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the Standard General Conditions and Supplementary Conditions, if any, and additional retainage allowed by Laws and Regulations.
 - a. 95 percent of Work completed (with the balance of 5 percent being retainage)
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance of 5 percent being retainage)
 - c. After 50 percent completion of the Work, Owner shall reduce the amount to be withheld from each subsequent progress payment made to the Contractor 5 percent retainage, pursuant to Section 255.078, Florida Statutes.

- d. Owner shall not be obligated to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to a construction bond provided pursuant to this Contract, or otherwise the subject of a claim or demand by the Owner or Contractor.
2. Pursuant to Section 255.052 Florida Statutes, the Contractor may, from time to time,
 3. withdraw the whole or any portion of the amount retained for payments to the Contractor pursuant to the terms of the Contract, upon depositing with the Owner's chief financial officer:
 - United States Treasury bonds, United States Treasury notes, United States Treasury certificates of indebtedness, or United States Treasury bills;
 - Bonds or notes of the state of Florida; or
 - Bonds of any political subdivision in the state; or
 - Cash delivered to the State Treasury for the Treasury Cash Deposit Trust Fund; or
 - Certificates of deposit from state or national banks or state or federal savings and loan associations in the state. Certificates of deposit shall possess the eligibility characteristics defined in section 625.52 Florida Statutes.
- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
1. Owner shall not be obligated to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to a construction bond provided pursuant to this Contract, or otherwise the subject of a claim or demand by the Owner or Contractor.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General and Supplementary Conditions, if any, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General and Supplementary Conditions, if any, shall bear interest comparable to current short term lending rates in the state where the Project is located or allowed by Laws and Regulations. Interest shall not be accrued on retainage.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS AND CERTIFICATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 The Contractor certifies, under the penalties of perjury, that:

- A. Contractor has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Statutory*

- A. In accordance with Section 119.0701, Florida Statutes, Contractor agrees to comply with Florida’s Public Records Law, including the following.
 - 1. Keep and maintain public records required by the Owner to perform the services under this Agreement.
 - 2. Upon request by the Owner, provide the Owner with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the Owner) on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Law.

3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if Contractor does not transfer the records to the Owner;
4. Upon completion (or earlier termination) of the Agreement, Contractor shall within 30 days after such event either transfer to the Owner, at no cost, all public records in possession of the Contractor or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Contractor transfers all public records to the Owner upon completion (or earlier termination) of the Agreement, Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion (or earlier termination) of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.
5. The failure of Contractor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth in this Article shall be grounds for immediate unilateral termination of the Agreement by the Owner. The Owner shall also have the option to withhold compensation due Contractor until records are received as provided herein.

6. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Paul Larino, Town Manager
Town of Montverde, Florida
17404 Sixth Street
P.O. Box 560008
Montverde, Florida, 34756
407-469-2681**

- B. Florida Statute 287.87, providing for a preference for drug-free workplace programs, is hereby made a part of this Contract.
- C. Contractor has certified that it has not been placed on the convicted vendor list pursuant to Section 287.133, Florida Statutes.
- D. Contractor has certified that it has not been placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes.

- E. Contractor has certified it is not in violation of Section 287.135, Florida Statutes, and it is not on either 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 it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016) or it is not engaged in a boycott of Israel (effective October 1, 2016) or it is not engaged in business operations in Cuba or Syria.
- 8.04 Contractor agrees to comply with applicable Federal requirements set forth in the Supplementary Conditions Section 00 73 74 including the following.
- A. Minority businesses, women's business enterprises, and labor surplus per 2 CFR Part 200 Subpart D §200.321.
 - B. Domestic preference for procurement per 2 CFR Part 200 Subpart D §200.322
 - 1. Build America, Buy America (BABA) Act
 - C. Procurement of recovered materials per 2 CFR Part 200 Subpart D §200.323
 - D. Access to records per 2 CFR Part 200 Subpart D §200.337
 - E. Prohibition on certain telecommunications and video surveillance services or equipment 2 CFR Part 200 Subpart D §200.216
 - F. Per Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
 - 1. Equal Employment Opportunity requirements per 41 CFR 60 and in accordance with Executive Order 11246, "Equal Employment Opportunity"
 - 2. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
 - 3. Davis-Bacon Act, Federal minimum wage rates and Copeland Anti-KickBack Act (40 USC 3145). In case of discrepancy between Federal and state wage rates, the higher wage rates shall apply. See Section 00 73 43.
 - 4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended
 - 5. Debarment and Suspension (Executive Orders 12549 and 12689)
 - 6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

- G. Contractor agrees to incorporate these requirements into all subcontracts regardless of tier and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier. The Contractor shall maintain reasonable records to demonstrate compliance with these requirements.
- 8.05 The representations and certifications Contractor submitted with its Bid shall remain valid during the period of this Agreement.
- 8.06 Contractor agrees to incorporate the applicable provisions of the Contract Documents into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement and attachments
 - Bid Form (submitted by Blackwater Construction Services and dated 11/12/24)
 - Bid Supplements and attachments
 - Public Construction Bond
 - Insurance certificates
2. Forms listed in 00 60 00
3. Standard General Conditions in Section 00 72 05
4. Supplementary Conditions as listed in Section 00 01 10, Table of Contents
5. General Requirements and Specifications as listed in Section 00 01 10, Table of Contents
6. Drawings as listed in Section 00 01 15, List of Drawing Sheets
7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement and made a part hereof.
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the Standard General Conditions and Supplementary Conditions, if any.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the Standard General Conditions and Supplementary Conditions, if any.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:
Town of Montverde, FL

CONTRACTOR:
Blackwater Construction Services LLC

By: _____

By: _____
Derek Dykes, President

Printed Name

Title

By: _____

License No. CGC1533394

Printed Name

Title

Attest: _____

Attest: _____

Title

Title

Address for giving notices:

Address for giving notices:

Agent for service of process:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

0233076.03
Issue Date: December 2024

Stormwater Improvements
Montverde, FL

Approved as to Form by Owner's Counsel:

By: _____

Printed Name _____

Date _____

END OF SECTION

WOODARD & CURRAN

CONFORMED AGREEMENT
00 52 10-12

Based on EJCDC C-520. Revised by Woodard & Curran on behalf of and as approved by Owner
Copyright © 2007 Prepared by National Society of Professional Engineers for EJCDC. All rights reserved.

ATTACHMENTS TO AGREEMENT

SECTION 00 41 01

BID FORM

ARTICLE 1 – DEFINED TERMS

- 1.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions and Supplementary Conditions, if any.

ARTICLE 2 – BID RECIPIENT

- 2.01 This Bid is submitted to:

**Town of Montverde
Town Hall
17404 Sixth Street, P.O. Box 56008
Montverde, FL 34756
Attention: Paul Larino, Town Manager**

- 2.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 3 – BIDDER'S ACKNOWLEDGEMENTS

- 3.01 Bidder accepts all of the terms and conditions of the Bidding Documents including, without limitation:
- A. those dealing with disposition of Bid security;
 - B. those included in the Supplementary Instructions to Bidders;
 - C. insurance and bonding requirements (Payment Bond and Performance Bond each equal to 100% of the total Contract Price) set forth in the General Conditions and Supplementary Conditions, if any;
 - D. Contract Times as set forth in the Agreement; and
 - E. provisions for liquidated damages as set forth in the Agreement.
- 3.02 This Bid will remain subject to acceptance for 90 days after the Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.03 Bidder acknowledges receipt of the following Addenda.

<u>Addendum No.</u>	<u>Addendum Date</u>
N/A	

3.04 Bidder acknowledges the representations and certifications included in Section 00 45 05 are made a condition of the Bid.

ARTICLE 4 – BASIS OF BID

4.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) based on unit prices included in **Section 00 43 22**. The method for determining award is as set forth in Section 00 21 13.

BID PRICES SHALL INCLUDE SALES AND USE TAX.

TOTAL BID PRICE (from Unit Prices Form Section 00 43 22)

Seven Hundred Twenty Three Thousand
Twenty One

_____ Dollars and zero Cents \$ 723,021.⁰⁰
(Use words) (Use figures)

4.02 Unit Prices have been computed in accordance with Paragraph 11.03.A of the General Conditions and Supplementary Conditions, if any.

4.03 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for unit price items will be based on actual quantities determined and based on the unit prices included above, as provided in the General Conditions and Supplementary Conditions, if any.

ARTICLE 5 – TIME OF COMPLETION

- 5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions and Supplementary Conditions, if any, on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS BID

6.01 The following documents are fully completed, submitted with and made a part of and a condition of this Bid.

00 43 13 Bid Bond

OR

Required Bid security in the form of _____

Supplements

00 43 22 Unit Prices Form

00 43 40 Information, Schedules and Data **including required documents and submittals specified**

00 45 05 Bidder's Representations and Certifications **including required documents and submittals specified**

00 45 13 Bidder's Qualifications

00 45 19 Non-collusion Affidavit

ARTICLE 7 – COMMUNICATIONS WITH BIDDER

7.01 Communications concerning this Bid shall be addressed to:

Name Derek Dykes

Title President

Business Address 3403 NW 97th Blvd Ste 20

Gainesville FL 32606

Telephone No. 352-644-3453

Email address DEREK@BLACKWATERCSLLC.COM

ARTICLE 8 – BID SUBMITTAL

SUBMITTED ON:	11/12/2024
EIN/FEIN:	82-2712584

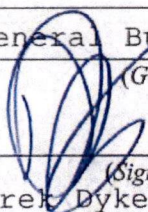
8.01 This Bid is submitted by:

A Corporation

Corporation Name: Blackwater Construction Services

State of incorporation: FL

Type: General Business
(General Business, Professional, Service, other)

By:  _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): Derek Dykes

Title: President



(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business Address: 3403 NW 97th Blvd Ste 20
Gainesville FL 32606

Phone Nos: 352-644-3453

Email address: DEREK@BLACKWATERCSLLC.COM

Date of qualification to do business as out-of-state corporation: _____

A Limited Liability Company (LLC)

LLC Name: _____

State in which organized: _____

By: _____
(Signature – attach evidence of authority to sign)

Name *(typed or printed)*: _____

Title: _____

Business Address: _____

Phone Nos: _____

Email address: _____

A Joint Venture

First Joint Venturer Name: _____

By: _____
(Signature – attach evidence of authority to sign)

Name *(typed or printed)*: _____

Title: _____

Business Address: _____

Phone Nos: _____

Email address: _____

Second Joint Venturer Name: _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone Nos: _____

Email address: _____

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

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business Address: _____

Phone Nos: _____

Email address: _____

0233076.03
Issue Date: October 2024

Stormwater Improvements
Montverde, FL

An Individual

Name (*typed or printed*): _____

By: _____
(Individual's signature)

Doing business as: _____

Business Address: _____

Phone Nos: _____

Email address: _____

END OF SECTION

This page intentionally left blank

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Blackwater Construction Services, LLC
3403 NW 97th Blvd, Suite 20
Gainesville, FL 32606

SURETY (Name and Address of Principal Place of Business):

Great Midwest Insurance Company
800 Gessner, Suite 600
Houston, TX 77024

OWNER (Name and Address):

Town of Montverde, FL
Town Hall, 17404 Sixth Street, P.O. Box 56008
Montverde, Florida 34756

BID

Bid Due Date: 11/13/2024

Description (Project Name and Include Location): Stormwater Improvements Montverde, FL

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): 11/13/2024

Penal sum Five Percent of Amount Bid (Words) \$ 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Blackwater Construction Services, LLC (Seal)

Bidder's Name and Corporate Seal



[Signature]
Signature

Deek Dylkes
Print Name

President
Title

Attest:

[Signature]
Signature

V.P.
Title

SURETY

Great Midwest Insurance Company (Seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

Kevin Wojtowicz
Print Name

Attorney-in-Fact
Title

Attest:

[Signature]
Signature

Sabra Gambino - Witness to Surety
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

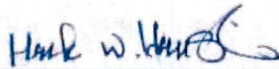
Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

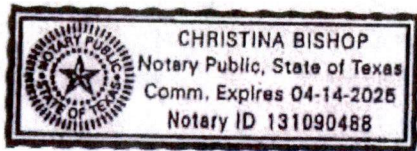



GREAT MIDWEST INSURANCE COMPANY

BY 
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



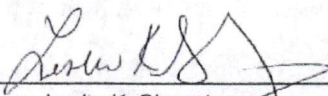
BY 
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 13th Day of November, 2024.



BY 
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

SECTION 00 43 22

UNIT PRICES FORM

Provide unit pricing for each Bid item in both words and figures. Provide Bid item totals in figures only.

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between prices written in words and prices written in figures will be resolved in favor of prices written in words.

Unit Prices have been computed in accordance with Paragraph 11.03.A of the General Conditions and Supplementary Conditions, if any. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for unit price items will be based on actual quantities determined and based on the unit prices included below as provided in the General Conditions and Supplementary Conditions, if any.

BID PRICES SHALL INCLUDE SALES AND USE TAX.

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
1	Mobilization/Demobilization (not to exceed 5%) @ <u>One hundred fourteen Thousand Sixteen</u> Dollars and _____ Cents PER LUMP SUM	1 LS	114,016	114,016
2	Erosion and Sedimentation Controls @ <u>Six thousand One Hundred Sixty</u> Dollars and _____ Cents PER LUMP SUM	1 LS	6,160	6,160
3	Remove and Dispose Bituminous and Cement Concrete Pavement @ <u>Seven Dollars and twenty cents</u> Dollars and _____ Cents PER SQUARE YARD	5,550 SY	7.2	39,960
4	Remove and Reinstall Mailbox @ <u>Five Hundred Sixty</u> Dollars and _____ Cents PER EACH	5 EA	560	2,800
5	Remove and Dispose Tree @ <u>One Thousand Six Hundred Eighty</u> Dollars and _____ Cents PER EACH	6 EA	1,680	10,080
6	Remove and Relocate Tree @ <u>Two Thousand Eight Hundred</u> Dollars and _____ Cents PER EACH	6 EA	2,800	16,800
7	Type B Stabilization, Imported Materials or Blend of On-Site and Imported Material, 12 inches Thick @ <u>Twelve Dollars and Thirty-Two Cents</u> Dollars and _____ Cents PER SQUARE YARD	6,100 SY	12.32	75,152

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
8	Base Group 04, Lime rock or Recycled Crushed Concrete, 6 inches Thick @ <u>Fifteen Dollars Fifty Seven</u> Cents Dollars and _____ Cents PER SQUARE YARD	6,100	15.57	94,977
		SY		
9	Superpave Asphaltic Concrete, Traffic C, 2 inches Thick @ <u>Two Hundred Forty-Four Dollars</u> <u>Sixteen Cents</u> Dollars and _____ Cents PER TON	670	244.16	163,587
		TON		
10	Cement Concrete Sidewalk and Driveways, 4 inches Thick @ <u>Ninety Dollars Seventy Two</u> Cents Dollars and _____ Cents PER SQUARE YARD	40	90.72	3,628.80
		SY		
11	Bituminous Concrete Driveway Apron @ <u>Ninety Four Dollars Eight</u> Cents Dollars and _____ Cents PER SQUARE YARD	25	94.08	2,352
		SY		
12	Pavement Markings @ <u>Eight Thousand Four Hundred</u> Dollars and _____ Cents PER LUMP SUM	1	8,400	8,400
		LS		
13	Concrete Ribbon Curb @ <u>Thirty Three Dollars Sixty</u> Cents Dollars and _____ Cents PER LINEAR FOOT	3,900	33.6	131,040
		LF		
14	6 inches Type D Curb @ <u>Thirty Three Dollars Sixty</u> Cents Dollars and _____ Cents PER LINEAR FOOT	250	33.6	8,400
		LF		

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity & Unit	Unit Bid Price (Figures)	Total Bid Item Price (Figures)
15	Relocate Water Meter @ Five Thousand Six Hundred	1	5,600	5,600
	Dollars and _____ Cents PER EACH	EA		
16	Remove and Relocate Existing Utility Pole @ Three Thousand Nine Hundred	3	3,920	11,760
	Twenty Dollars and _____ Cents PER EACH	EA		
17	Concrets Wheel Stops @ Ninety Five Dollars	15	95.20	1,428
	Twenty Cents Dollars and _____ Cents PER EACH	EA		
18	Stormwater Best Management Practices @ Five Thousand Six Hundred	1	5,600	5,600
	Dollars and _____ Cents PER LUMP SUM	LS		
19	Barfiwork and Fine Grading @ Eleven Thousand Two Hundred	1	11,200	11,200
	Dollars and _____ Cents PER LUMP SUM	LS		
20	Soil Amendments and Sodding @ Ten Thousand Eighty	1	10,080	10,080
	Dollars and _____ Cents PER LUMP SUM	LS		

0233076.03
Issue Date: October 2024

Stormwater Improvements
Montverde, FL

TOTAL BID PRICE (based on Schedule above)

Seven Hundred Twenty Three Thousand

Twenty One

Dollars

and zero

Cents

\$ 723,021.00

(Use words)

(Use figures)

INCLUDE TOTAL BID PRICE (based on Unit Price Schedule above) ON BID FORM

END OF SECTION

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SECTION 00 43 40

INFORMATION, SCHEDULES AND DATA

Bidder has submitted the following items with its Bid.

SCHEDULE

Provide a proposed Project Schedule based on a Notice to Proceed on approximately November 21, 2024, a Substantial Completion within 120 days, and final completion within 150 days. The schedule shall be presented in sufficient detail for the Owner to evaluate the Bidder's ability to perform the Work within the Contract Times and shall include:

- milestones related to submittal schedules & material/equipment procurement/order placement;
- milestones related to construction and checkout & functional testing; and
- sequencing to limit impacts from construction.

WORK PLAN

Submit a narrative work plan describing the Bidder's approach to the successful execution of the Work to accommodate the proposed Project Schedule and provide for special requirements. Allow for review of submittals, coordination, and development of detailed construction sequencing and coordination, and compliance with special requirements.

Describe:

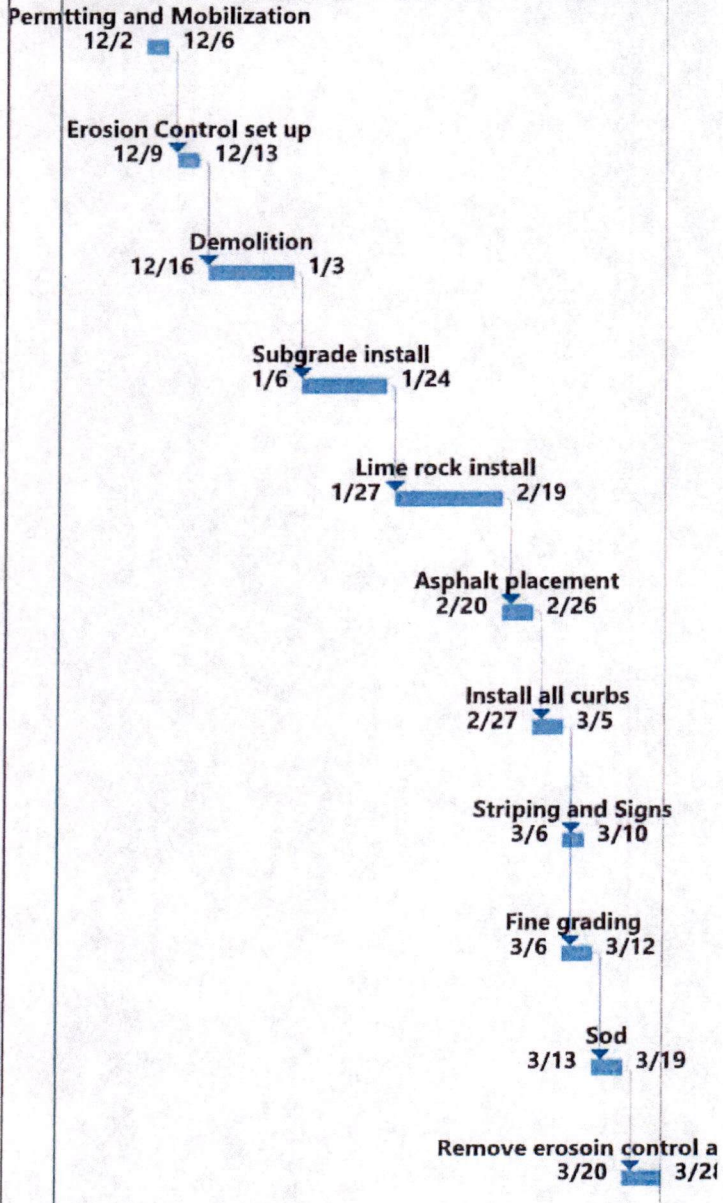
- how schedule progress will be measured and tracked;
- how the Schedule of Values and cash flow will be determined and how progress for payment will be determined; and
- how documents will be controlled to ensure the appropriate revision is used in design, procurement, and construction/installation.

CERTIFIED BY BIDDER ON:	11/13/2024
By:	Derek Dykes
	<i>Authorized person</i>

END OF SECTION

Montverde Storm water Improvements

Task Mode	Task Name	Duration	Start	Finish	November 2024	December 2024	January 2025	February 2025	March 2025	April
🚧	Permtting and Mobilization	5 days	Mon 12/2/24	Fri 12/6/24	1	6				
🚧	Erosion Control set up	5 days	Mon 12/9/24	Fri 12/13/24		6				
🚧	Demolition	15 days	Mon 12/16/24	Fri 1/3/25		6				
🚧	Subgrade install	15 days	Mon 1/6/25	Fri 1/24/25						
🚧	Lime rock install	18 days	Mon 1/27/25	Wed 2/19/25						
🚧	Asphalt placement	5 days	Thu 2/20/25	Wed 2/26/25						
🚧	Install all curbs	5 days	Thu 2/27/25	Wed 3/5/25						
🚧	Striping and Signs	3 days	Thu 3/6/25	Mon 3/10/25						
🚧	Fine grading	5 days	Thu 3/6/25	Wed 3/12/25						
🚧	Sod	5 days	Thu 3/13/25	Wed 3/19/25						
🚧	Remove erosoin control and clean up	7 days	Thu 3/20/25	Fri 3/28/25						



Schedule

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SECTION 00 45 05

BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

The undersigned, under the penalties of perjury, represents and certifies the following which is made a condition of the Bid.

1.01 BIDDER'S REPRESENTATIONS

- A. Bidder has examined and carefully studied the Bidding Documents and other related data identified in the Bidding Documents.
- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Section 00 73 10 of the Supplementary Conditions Paragraph 4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Section 00 73 10 of the Supplementary Conditions Paragraph 4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of the Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which the Bid is submitted.

1.02 BIDDER'S CERTIFICATIONS

- A. The Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid and has not solicited or induced any individual or entity to refrain from bidding.
- C. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- D. Bidder will comply with the requirements of the Contract Documents, and if Bidder is awarded a Contract, agrees to incorporate applicable provisions into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier, including as a minimum, Statutory Requirements, safety and health regulations; and Wage Rate Requirements.

1.03 STATUTORY CERTIFICATIONS

- A. Bidder has not been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years pursuant to Section 255.20 Florida Statutes, and is therefore, eligible to Bid pursuant to Section 255.20 Florida Statutes.
- B. If the Bid is \$1,000,000 or more, Bidder is not on either 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, and is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (effective October 1, 2016) or is not engaged in a boycott of Israel (effective October 1, 2016) or is not engaged in business operations in Cuba or Syria, and is therefore is eligible to Bid, pursuant to Section 287.135, Florida Statutes.
- C. Bidder has not been placed on the convicted vendor list, has submitted the Affidavit on Public Entity Crimes included as an attachment to this Section, and therefore is eligible to Bid pursuant to Section 287.133, Florida Statutes.
- D. Bidder has not been placed on the discriminatory vendor list, and therefore is eligible to Bid pursuant to Section 287.134, Florida Statutes.
- E. If awarded a Contract, Bidder agrees to utilize the U.S. Department of Homeland Security's E-Verify Systems to verify the employment eligibility of all persons employed during the term of the Contract.
- F. Pursuant to Chapter 112 Florida Statutes, Bidder has disclosed with their Bid the name of any officer, director, agent, or shareholder who is also an employee of the Owner and the name of any employee of the Owner who owns, directly or indirectly, an interest of 5 percent or more in the Bidder's firm or any of its branches.
- G. Bidder has implemented a drug-free workplace program. Yes No
- H. Bidder certifies it does not use coercion for labor or services as defined in Florida Statute 787.06 and has submitted the attached affidavit with its Bid.

1

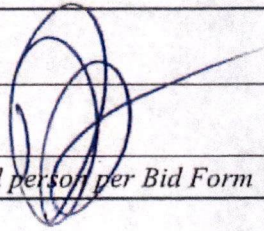

1.03 BIDDER'S CERTIFICATIONS REQUIRED BY GRANTS

- A. Bidder will comply with requirements for use of *minority businesses, women's business enterprises, and labor surplus* per 2 CFR Part 200 Subpart D §200.321 and will take affirmative steps to assure firms are used when possible.
- B. Bidder will provide *preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States* (including but not limited to iron, aluminum, steel, cement, and other manufactured products) per 2 CFR Part 200 Subpart D §200.322 and will comply with 2 CFR Part 200 Subpart D §200.323, *Procurement of recovered materials*, as applicable, which covers compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
 - 1. Bidder will comply with *Build America, Buy America (BABA) Act* requiring steel, iron, manufactured products, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, and drywall to be produced in the United States.
- C. Bidder will provide *access to records* by Federal government representatives per 2 CFR Part 200 Subpart D §200.337.
- D. Bidder will comply with requirements for *prohibition on certain telecommunications and video surveillance services or equipment* per 2 CFR Part 200 Subpart D §200.216.
- E. Bidder will comply with the requirements for *equal employment opportunity* per 41 CFR 60 and in accordance with Executive Order 11246 and has submitted the attached "Certificate of Non-Segregated Facilities" with its Bid.
- F. Bidder will comply with the requirements of the *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), the Davis-Bacon Act, Federal minimum wage rates and Copeland Anti-KickBack Act (40 USC 3145)*.
- G. Bidder will comply with the *Clean Air Act (42 U.S.C. 7401-7671q.)* and the *Federal Water Pollution Control Act (33 U.S.C. 1251-1387)*, as amended
- H. Bidder is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or from receiving a contract with Federal financial assistance (see <https://www.dol.gov/agencies/ofccp/debarred-list>) and certifies it does not appear on the System for Award Management (SAM) at as a debarred entity (<https://sam.gov/content/home>).

- I. Bidder has disclosed its lobbying activities and submitted the attached "Certification for Contracts, Grants, and Loans" (no lobbying) OR "Standard Form LLL Disclosure of Lobbying Activities" (if applicable) with its Bid.

ATTACHMENTS

- A. Affidavit on Public Entity Crimes
- B. Human Trafficking Affidavit
- C. Certificate of Non-Segregated Facilities
- D. Certification for Contracts, Grants, and Loans (no lobbying) OR
- E. Standard Form LLL Disclosure of Lobbying Activities (if applicable)

SUBMITTED ON:	11/12/2024		
By:	Derek Dykes		
<i>Authorized person per Bid Form</i>			

END OF SECTION

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AFFIDAVIT ON PUBLIC ENTITY CRIMES

(SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES)

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 City of Montverde
by Derek Dykes President
(Print individual's name and title)
for Blackwater Construction Services
(Print name of entity submitting sworn statement)
whose business address is 3403 NW 97th Blvd Ste 20
Gainesville FL 32606

and (if applicable) its Federal Employer Identification Number (FEIN) is
82-2712584 (If the entity has no FEIN, include the Social Security Number of
the individual signing this sworn
statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with 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 Paragraph 287.133(1)(b), Florida Statutes, 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 Paragraph 287.133(1)(a), Florida Statutes, 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 entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The

ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

[Handwritten signature]

11/13/2024

(Date)

STATE OF Florida

COUNTY OF Alachua

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Derek Dukes who, after first being

(Name of individual signing

sworn by me, affixed his/her signature in the space provided above on this

13 day of November, 2016.

Attest:

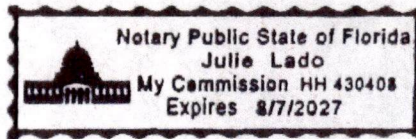
[Handwritten signature: Julie Lado]

Notary Public

My commission expires:

8/7/2027

(Notary Seal)



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HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as President (Role) of Blackwater Construction Services (Company).
3. Blackwater Construction Services (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

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

Further Affiant sayeth naught.

Blackwater Construction Services

Company Name


Authorized Signatory

Derek Dykes

Printed Name

President

Title

11/12/2024

Date



CERTIFICATE OF NON-SEGREGATED FACILITIES

We, Blackwater Construction Services (Company) certify that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed Subcontractors for specific time periods) we will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.



Blackwater Construction Services

(Name of Company)

By: Derek Dykes

Title: President

Date: 11/12/2024

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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 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 any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

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 or loan, 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 contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

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 of not less than \$10,000 and not more than \$100,000 for each such failure.

Derek Dykes

(name)



11/12/2024

(date)

President

(title)



oOo

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <div style="text-align: center; font-size: 2em; color: blue;">N/A</div> Congressional District, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>Donk Ayles</u> Title: <u>President</u> Telephone No.: <u>352 644 3453</u> Date: <u>11/13/24</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

SECTION 00 45 13

BIDDER'S QUALIFICATIONS

The following data, statements of experience, personnel, equipment and general qualifications are submitted as a part of the Bid and the Bidder represents and guarantees the truthfulness and accuracy thereof and its ability to meet the qualifications requirements specified in Section 01 43 05 and the Specifications. Attach additional sheets as necessary properly cross referenced.

1.01 GENERAL

- A. Bidder's organization is a Corporation
(entity type) and has been in business continuously from the year
2017
- B. Bidder has operated under the same business name and organization structure for the
last 5 years on at least 5 projects yes no
- If no, indicate other business names: _____
- C. Bidder's organization has had experience in construction comparable to that required
by the Contract Documents as a prime contractor for 7 years and as a
subcontractor for 7 years.

1.02 BIDDER EXPERIENCE

A. Identify at least 5 projects in the state the Project is located completed within the past 5 years which are similar in type, character, physical size, and complexity to that required by the Contract Documents.

Client/Owner Name/Address	Project Name/Location	CURRENT Contact Name, Phone, Email	Contract Value	Time Period
City of Gainesville	Sw 53rd Sidewalk	Berman Mesadieu 352-756-6810	350,000	2 months
City of Gainesville	Forest Park Improvements	Peter McNiece 352-514-8992	2.9 million	6 months
Spartan Construction	Free up Storage	Zach Gumper 719-310-0323	500,000	4 months
Aza Health	AZA health Dental	Ken Roark 850-723-4027	2.7 million	12 months
Leon County	St Marks Greenway	Chris Muehlemann 850-606-1536	3.4 million	12 months
City of Haines City	Langston Park Improvements	Terrell Griffin 863-421-9929	550,000	6 months

1.03 SPECIALTY EXPERIENCE OF BIDDER OR SUBCONTRACTORS

A. Identify at least 5 projects that included a combination of stormwater, potable water, and pavement/street repair within public streets within the last 10 years

Client/Owner Name/Address	Project Name/Location	CURRENT Contact Name, Phone, Email	Bidder or Subcontractor (Name)	Time Period
same projects as the other sheet				

B. Identify at least 5 projects that included pavement and street repair within public streets within the last 10 years.

Client/Owner Name/Address	Project Name/Location	CURRENT Contact Name, Phone, Email	Bidder or Subcontractor (Name)	Time Period
same projects	as the other sheet			

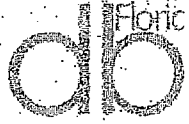
1.04 CURRENT LICENSES

A. Indicate Bidder and Subcontractor(s) current licenses including design professionals and surveyors.

Name	State	Type	License number
Blackwater Construction florida		General Contractors	CGC1533394

Ron DeSantis, Governor

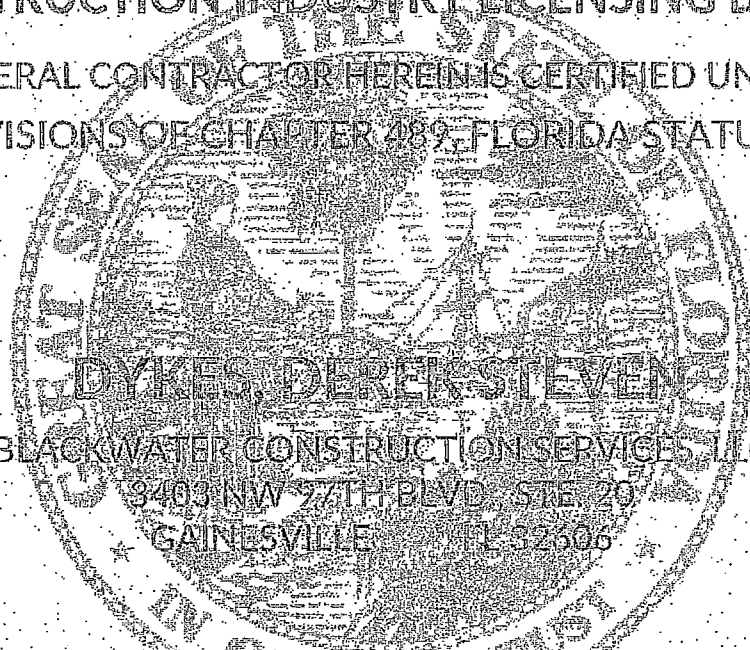
Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



DYKES, DEREK STEVEN

BLACKWATER CONSTRUCTION SERVICES LLC
3403 NW 77TH BLVD, STE 20
GAINESVILLE FL 32606

LICENSE NUMBER CGC1583394

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/03/2024

Do not alter this document in any form.

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



1.05 PERSONNEL

- A. Identify supervisory personnel that are currently employed by the Bidder and available for assignment to the Project (project manager, superintendents, principal foremen and engineers).
 - 1. Identify full-time on-Site superintendent in responsible charge of the Work with at least 10 years' experience as superintendent on comparable projects.
 - 2. Identify project manager assigned full-time with at least 10 years' experience as project manager on comparable projects.

Name	Title	Years of Experience
Ted Herman	Full time, on-Site Superintendent	25 years
Derek Dykes	Full time Project Manager assigned	20 years

- B. Attach detailed resumes of qualifications, previous employers and experience for each supervisory staff listed above.

Ted Herman

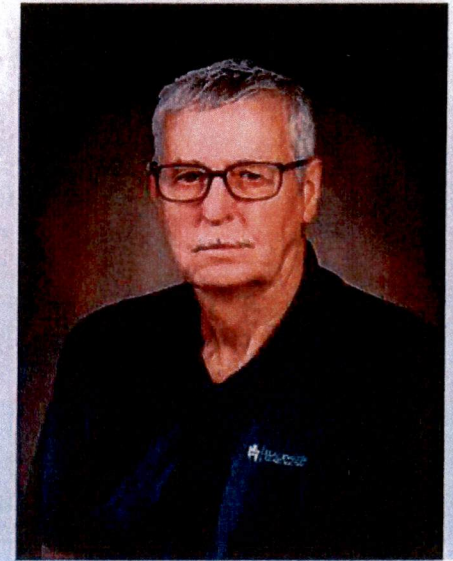
Senior Superintendent

Project Experience

As superintendent of Blackwater Construction, Ted will coordinate on-site construction once the project gets into the construction phase. Ted will complete and implement project safety everyday on-site by coordinating the daily safety and sub-coordination meetings. Ted will complete a quality control check on products being installed each day and then coordinate with subcontractors each day for upcoming work activities and material deliveries. Ted controls the project site from day one of construction until the last day of the punch-list.

Throughout Ted's 25-year career, he has worked in various roles and positions in the construction field. He started working in the field as a rough carpenter and then worked his way up to lead carpenter in less than a year where he built homes ranging from \$80,000 up to \$1 million. He also has worked doing several types of trades including drywall, finish carpentry, door and hardware install, and millwork.

He became a commercial superintendent 12 years ago and has completed various projects ranging from \$100,000 to \$12 million. Below are a few projects that he has worked on and completed as a superintendent.



Total Experience:

25 years

Certifications

OSHA 30 HR

Infection Control Risk Assessment

First Aid and CPR Trained

Advanced MOT

Personal Project Experience	DATE	SIZE	DOLLAR VALUE
Pasco County Fire Station 20	2023- 2024	16,000 SF	\$7.5 million
Thermo-fisher cGMP Warehouse Expansion	2022	25,000 SF	\$3.4 million
Clarence R Kelly Community Park	2021	3 acres	\$2.9 million
TCAVI Surgery Center Renovations	2020	10,000 SF	\$3 million
IFAS Grad house and Field Lab Ground Up	2019	11,400 SF	\$1.9 million
City of Williston New City Hall Building Design Build	2018	14,000 SF	\$2.5 million
Hard Rock Hotel Renovations	2015-2017	110,000 SF	\$16.5 million
Grey/Robinson Attorney Renovations	2014	28,000 SF	\$2.8 million
Phoenix Salons Boca Raton	2013	8,000 SF	\$480,000
Phoenix Salons Lake Mary	2013	10,000 SF	\$570,000



Derek Dykes

President- Preconstruction Manager Project Experience

During Derek's 21-year career, he has experience with almost every type of construction, from million-dollar residential custom homes to multi-million-dollar governmental projects. Derek has completed over 200 projects of various types, including vertical construction, interior renovations, and horizontal projects, all of which require special knowledge to complete. Derek has renovated over 1.5 million square feet within occupied spaces for higher educational, K-12, industrial, medical offices, veterinary offices, and hospital facilities.

As preconstruction manager, Mr. Dykes will meet with the project team during pre-construction and the design phase to ensure the project is being designed within budget, present value engineering options, and ensure timely submission of budget estimates to owners for their review and choice of cost options. Once a GMP is approved Mr. Dykes duties will be complete and the Blackwater appointed project manager will assume the construction activities.



Total Experience:

21 years

Certifications

CBC 1262173

OSHA 30 HR

LEED Accredited
Professional

Personal Project Experience	DATE	SIZE	DOLLAR VALUE
Pasco County Fire Station 20	2024	16,000 SF	\$7.3 million
ALAM Phase 1 Expansion	2020	14,500SF	\$2.6 million
TCAVI Surgery Center Renovations	2020	10,000 SF	\$3 million
City of Hawthorne Athletic Park	2019	2 acres	\$300,000
UF Veterinary Medical Dentistry Addition	2018	14,000 SF	\$4.8 million
Bluford Ave Streetscape- Multiple Phases	2017	1.25 mile	\$9.8 million
City of Clermont Victory Pointe Park	2017	6 acres	\$10.24 million
8 th Ave Resurfacing and Streetscape- City of Gainesville	2015	3.00 miles	\$5.2 million
Jonesville Park Baseball and Softball Fields Construction	2012	5 acres	\$3 million
Santa Fe College Charles R Perry Construction Institute	2010	33,000SF	\$5.7 million
Santa Fe College Building W MEP Renovations	2009	88,000SF	\$4.4 million

1.06 PROPOSED DESIGN PROFESSIONALS AND SURVEYORS

- A. The following design professionals and surveyors are to be employed or retained by the Bidder and available for assignment to the Project.

Name	Address	Area of Responsibility	Years of Experience
Brinkman Surveying	25716 NW 62Nd AVE	Surveying	25 years
	High Springs FL 32643		

- B. Attach detailed resumes of qualifications, previous employers and experience for each design professional and surveyor listed above.

1.07 EMERGENCY RESPONSE CAPABILITIES

A. Describe Bidder's 24 hour/7 days per week emergency response and communication capabilities. Attach additional documentation, as necessary.

<p>Blackwater's superintendent has a point of contact that is appointed as the emergency contact when the project is started. If for some reason the superintendent is out of town then the 24 hour point of contact will fall back on the project manager in the superintendent's absence. In addition, Blackwater has 2 equipment operators are always on call in case of an emergency onsite to be able to run equipment at the ready for Blackwater's superintendent or Project manager in case there is an emergency on off hours.</p>

1.08 EQUIPMENT

A. Identify equipment available for use on the Project. Indicate whether owned by Bidder's organization or rented. Attach additional sheets, as necessary.

Type of Equipment	Size or Capacity	Owned or Rented
John Deere 544 Loader	4 cy	owned
Kubota 97 skid steer		owned
CAT 305 mini excavator		owned
CS 39 Vibratory roller		owned
CAT 299 skid steer		rented
Leeboy 685 Grader		rented

1.09 BUSINESS INTERESTS

- A. Identify the names and addresses of the members of the Board of Directors of corporation, or the names and addresses of all persons and parties interested in this Bid as partners of a partnership or as individuals. Attach additional sheets, as necessary.

Name	Address	Telephone No.
N/A		

- B. Identify the bank or banks representing the financial responsibility of the Bidder.

Name of Bank	Address	Contact Name and Telephone No.
will provide if awarded.		

N/A

1.10 VIOLATIONS

- A. Following is a list of violations Bidder and its main Subcontractors have received or been the subject of, or otherwise been involved in, regarding any state or local ethic laws, regulation, code, ordinance, policy, or standard, or offenses arising out of submission of bids or the performance of work on public works projects or contracts over the last 10 years. Attach additional sheets, as necessary.

Name and Location of the Project	N/A
Nature of the Violation/Offense	
Duration and dates during which the violation/offense took place	

Name and Location of the Project	
Nature of the Violation/Offense	
Duration and dates during which the violation/offense took place	

Name and Location of the Project	
Nature of the Violation/Offense	
Duration and dates during which the violation/offense took place	

N/A

1.11 LABOR DISPUTES

- A. Identify labor disputes the Bidder has been the subject of, or otherwise been involved in, during the last 10 years. For these purposes, "labor disputes" shall include picketing or any other activity which disrupted or delayed the work. Attach additional sheets, as necessary.

Name and Location of the Project	N/A
Nature of the Dispute	
Duration and dates during which the dispute took place	
How the dispute was resolved	

Name and Location of the Project	
Nature of the Dispute	
Duration and dates during which the dispute took place	
How the dispute was resolved	

END OF SECTION

SECTION 00 45 19

NON-COLLUSION AFFIDAVIT

Derek Dykes, being duly sworn, depose and, under the penalty of perjury, say that the following is true:

1. I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on the behalf of my firm.
2. The price(s) and amount of this Bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition with any other contractor, competitor, Bidder, or potential Bidder.
3. Unless otherwise required by law, neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a Bidder, competitor, or potential Bidder on the Project, and will not be so disclosed either directly or indirectly prior to Bid opening.
4. No attempt has been made or will be made to solicit, cause, or induce any firm, partnership, corporation, or person to submit or not submit a Bid on this Project, or to submit a Bid higher than the Bid of this firm, or submit an intentionally high or noncompetitive Bid or other form of complementary Bid, or for the purpose of restricting competition.
5. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary Bid.
6. My firm has not offered or entered into a subcontracting agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other Project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary Bid on the Project.
7. My firm has not accepted nor been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary Bid or agreeing to do so, on the Project.

8. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's Bid on the Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this affidavit.

Blackwater Construction Services

Company Name

Signature

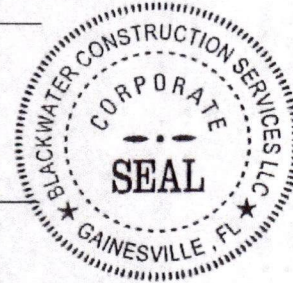
President

Company Position

Date: 11/12/2024

Attest: _____

Date: 11/12/2024



END OF SECTION

FLORIDA CONSTRUCTION BOND TO BE INSERTED

INSERT INSURANCE CERTIFICATES

END OF ATTACHMENTS TO AGREEMENT