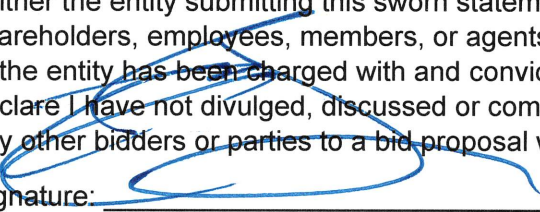


## BIDDER CERTIFICATION

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

Signature:  Date: 8/12/25  
Printed name: Matt Blanton Title: President  
Company: Cathcart Construction Company - Florida, LLC Phone number: 407-629-2900  
Address: 1056 Willa Springs Drive City/State: Winter Springs, FL Zip: 32708  
Email address: mblanton@cathcartconstructioncompany.com Fax number: 321-203-4900

# DRUG FREE WORKPLACE CERTIFICATE

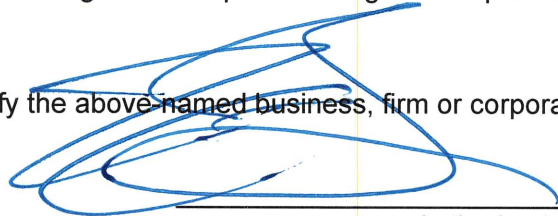
I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that:

Cathcart Construction Company - Florida, LLC

(Print or Type Name of Firm)

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

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



Authorized Signature

8/12/25

Date signed

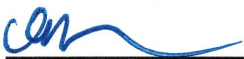
State of: Florida

County of: Seminole

Sworn to (or affirmed) and subscribed before me this 12 date of August 2025

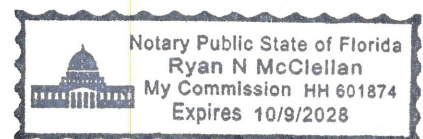
By ☒ physical presence or ☐ online notarization.

Personally known ☒ or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)



Signature of Notary

My Commission Expires 10/9/2028



END OF SECTION



NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

**SECTION 00300  
BID FORM**

DATE SUBMITTED: 8/12/25

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

NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

BUSINESS ADDRESS: 1056 Willa Springs Drive, Winter Springs, Florida 32708

TELEPHONE NUMBER: 407-629-2900

CONTRACTOR'S FLORIDA LICENSE NO.: #CGC051005 & #CUC057230

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

- A. The undersigned Bidder proposed and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- B. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.
- C. In submitting this Bid, Bidder makes all representatives required by the Instructions to Bidders and further warrants and represents that:

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

No. <u>1</u>	Dated: <u>7/21/25</u>	No. _____	Dated: _____
No. <u>2</u>	Dated: <u>7/23/25</u>	No. _____	Dated: _____
No. <u>3</u>	Dated: <u>7/31/25</u>	No. _____	Dated: _____
No. <u>4</u>	Dated: <u>8/7/25</u>	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____

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

NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

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3. Bidder is familiar with and is satisfied as to the federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
  4. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Bidder accepts the determinations set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance of furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
  5. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
  6. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
  7. Bidder has given Town Clerk written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
  8. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- D. Bidder submits the following lump sum/unit prices to perform all work required by the Drawings and Specifications:
1. It shall be the responsibility of the BIDDER to perform necessary tests and/or calculations to determine quantities required for the performance of the work described herein.
  2. Should certain additional work be required, or should the quantities submitted by the Contractor of certain classes of work be increased or decreased from those required by the Contract

NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

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

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

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

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

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

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

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



Item	Description	Estimated Quantity	Unit	Unit Price (In Words)	Unit Price (Numbers)	Total Price (Numbers)
1.	General Requirements	1	LS	Seven Thousand Five Hundred Dollars	\$7,500.00	\$7,500.00
2.	Mobilization/Demobilization	1	LS	Three Hundred Eighty-Seven Thousand Six Hundred Eighty-Three Dollars and Seventy-Five Cents	\$387,683.75	\$387,683.75
3.	Indemnification (\$1,000 min.)	1	LS	One Thousand Two Hundred Fifty Dollars	\$1,250.00	\$1,250.00
4.	Town of Howey-in-the-Hills Permitting (Allowance)	1	Allowance	Ten Thousand Dollars	\$10,000.00	\$10,000.00
5.	Office Furnishings (Allowance)	1	Allowance	Twenty-Five Thousand Dollars	\$25,000.00	\$25,000.00
6.	Material Testing as Specified in Section 01410 (Allowance)	1	Allowance	Fifteen Thousand Dollars	\$15,000.00	\$15,000.00
7.	Power Company Connection as specified in Section 16050 (Allowance)	1	Allowance	Fifty Thousand Dollars	\$50,000.00	\$50,000.00
8.	All materials, equipment, and work for construction of the Water Treatment Plant No. 3	1	LS	Twelve Million Five Hundred Eight Thousand Twenty-Three Dollars and Seventy-Five Cents	\$12,508,023.75	\$12,508,023.75
9.	All other work not included in Items 1 through 9 (List Below)	1	LS	One Hundred Six Thousand Two Hundred Fifty Dollars	\$106,250.00	\$106,250.00
10.	Payment and Performance Bond	1	LS	One Hundred Eighty-Two Thousand Four Hundred Six Dollars and Twenty-Five Cents	\$182,406.25	\$182,406.25

TOTAL BASE BID PRICE for the Contract (Sum of Items 1 through 9):  
Thirteen Million Two Hundred Ninety-Three Thousand  
One Hundred Thirteen Dollars and Seventy-Five Cents  
(In Words)

\$13,293,113.75  
(Numbers)

\$13,293,113.75  
Unit Price

\$13,293,113.75  
Total Price

NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

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

**SOLE PROPRIETORSHIP**

\_\_\_\_\_  
(Individual's Signature) (SEAL)

\_\_\_\_\_  
(Individual's Name) (SEAL)

DOING BUSINESS AS: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FLORIDA LICENSE NO.: \_\_\_\_\_

NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

**A PARTNERSHIP**

(SEAL)

(Partnership Name)

(General Partner's Signature)

(General Partner's Name)

DOING BUSINESS AS: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FLORIDA LICENSE NO.: \_\_\_\_\_



NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

**A CORPORATION**

Cathcart Construction Company - Florida, LLC

(Corporation Name)

Florida

(State of Incorporation)

BY

Matt Blanton

(Name of Person Authorized to Sign)

President

(Title)

(Authorized Signature)

(SEAL)

(CORPORATE SEAL)

ATTEST

en

Ryan McClellan (Secretary)

DOING BUSINESS AS:

BUSINESS ADDRESS: 1056 Willa Springs Drive, Winter Springs, Florida 32708

TELEPHONE NUMBER: 407-629-2900

CORPORATE PRESIDENT: Matt Blanton

FLORIDA LICENSE NO.: #CGC051005 & #CUC057230

NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

**A JOINT VENTURE**

BY \_\_\_\_\_ (Name) (SEAL)

BY \_\_\_\_\_ (Address)

BY \_\_\_\_\_ (Name) (SEAL)

BY \_\_\_\_\_ (Address)

DOING BUSINESS AS: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

CORPORATE PRESIDENT: \_\_\_\_\_

FLORIDA LICENSE NO.: \_\_\_\_\_

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

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

Surety's Name: United Fire & Casualty

Surety's Address: 118 2nd Ave, Cedar Rapids, IA 52401

Name and Address of Surety's resident agent for service of process in Florida:  
Florida Surety Bonds

620 Wymore Rd. Suite 200, Maitland, FL 32751

END OF SECTION

**SECTION 00301**  
**BID FORM**

DATE SUBMITTED: 8/12/25

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

NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

BUSINESS ADDRESS: 1056 Willa Springs Drive, Winter Springs, Florida 32708

TELEPHONE NUMBER: 407-629-2900

CONTRACTOR'S FLORIDA LICENSE NO.: #CGC051005 & #CUC057230

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

1. How many years has you organization been in business as a General Contractor?  
34 years
2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed:  
City of Orlando: Daron Johnson, (407) 246-2273 - Daron.Johnson@cityoforlando.net - October 2024 - July 2025  
Pipe, chemical line, skimmer, mechanical repairs and maintenance work at the Water Conserv II  
facitlity located at 5420 L B McLeod Rd, Orlando, FL 32811.
3. Have you ever failed to complete work awarded to you? If so, where and why?  
No, never.
4. Name three (3) municipalities for which you haver performed work and to which you refer:  
Orange County: Bryan Elliot, (407) 375-1654 - Bryan.Elliott@ocfl.net  
City of Orlando: Daron Johnson, (407) 246-2273 - Daron.Johnson@cityoforlando.net  
City of Winter Garden: Jim Monahan, (407) 656-4111 ext 5463 - JMonahan1@cwgdh.com
5. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and you proposed solutions:  
None at time of bid.
6. Will you Subcontract any part of this Work? If so, describe which portions.  
Asphalt Milling and Paving, Concrete Work, H.S.P.S. Building, Electrical Work, Landscaping,  
and Concrete Tank Installation



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

Please see attached list of Owned Equipment

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8. What equipment will you purchase for the Work?

None.

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9. What equipment will you rent for the Work?

None.

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

Please see attached 2024 Balance Sheet

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

Cathcart Construction Company - Florida, LLC

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END OF SECTION

## SECTION 00301-A SUBCONTRACTOR LISTING

List all proposed Subcontractors to be used for this Project:

Firm Name: FLOWLANDS INC. Irrigation & Landscape Contractors  
Address: 5456 5th Ln, Vero Beach, FL 32968-1047  
Telephone Number: (772) 473-8762  
Trade: Irrigation & Landscape Estimated Dollar Amount: \$103,269.12

Firm Name: Formasters Concrete Specialists  
Address: P.O. Box 1026, Lake Helen, FL 32744  
Telephone Number: (386) 228-3003  
Trade: Concrete Work Estimated Dollar Amount: \$126,922.00

Firm Name: Woodland Environmental  
Address: 5790 N. Pine Hills Rd., Orlando, FL 32810  
Telephone Number: (407) 725-7015  
Trade: Asphalt Milling and Paving Estimated Dollar Amount: \$115,354.80

Firm Name: Paramount Asphalt & Sealcoating  
Address: 1110 Pine Ridge Rd Suite 204, Naples, FL 34108  
Telephone Number: (239) 348-0777  
Trade: Pavement Markings/Striping Estimated Dollar Amount: \$ 7,500.00

Firm Name: Florida Industrial Electric  
Address: 104 Commerce St. Lake Mary, FL 32746  
Telephone Number: (407) 331-1551  
Trade: Electrical Work Estimated Dollar Amount: \$ 1,820,548.00

Firm Name: Crom Water Infrastructure Solutions  
Address: 250 SW 36th Terrace, Gainesville, FL 32607  
Telephone Number: (352) 548-3331  
Trade: Tank Construction Estimated Dollar Amount: \$1,280,000.00

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Trade: \_\_\_\_\_ Estimated Dollar Amount: \$ \_\_\_\_\_

END OF SECTION

**SECTION 00410**  
**BID BOND**  
**BIDDER CERTIFICATION**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Cathcart Construction Company - Florida, LLC as Principal, and United Fire & Casualty Company as Surety, are hereby held and firmly bound unto the Town of Howey-in-the-Hills, as Owner in the penal sum of (five percent (5%) of the Contract Bid) \$664,655.79 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successor, and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed this 12th day of August 2025.

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

NOW THEREFORE:

- A. The term "bid" as used herein included a bid, offer, or proposal as applicable.
- B. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
- C. This obligation shall be null and void if:
  - 1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 2. All bids are rejected by Owner, or
  - 3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph E hereof)
- D. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project, and including a statement of the amount due.
- E. Surety waived notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
- F. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph C above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
- G. Any suit or action under this Bond shall be commence only in a court of competent jurisdiction located in the state in which the Project is located.



- H. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by U.S. Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
- I. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- J. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable 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 the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

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

Principal (Print Full Name):  
Cathcart Construction Company - Florida, LLC

By: [Signature] (L.S)

Title: **Matt T. Blanton, President**

Attest: [Signature]  
Signature and Title **Ryan McClellan**  
**Assistant Secretary**

Surety (Print Full Name):  
United Fire & Casualty Company

Surety's Name and Corporate Seal

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

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

Attest: [Signature]  
Signature and Title Meadow Hellandbrand, Witness

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

\*Inquiries: 407-786-7770

END OF SECTION



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, NATHAN K. REICH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 24th day of January, 2023

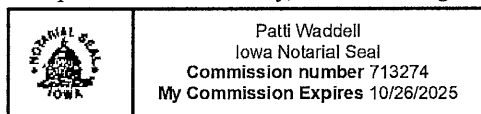


UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*  
 Vice President

State of Iowa, County of Linn, ss:

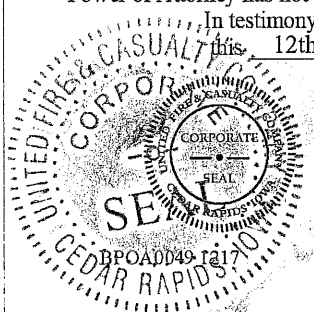
On 24th day of January, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 12th day of August, 2025.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC



**SECTION 00480  
NON-COLLUSION AFFIDAVIT**

STATE OF: Florida

COUNTY OF: Seminole

Matt Blanton, being first duly sworn deposes and says that:

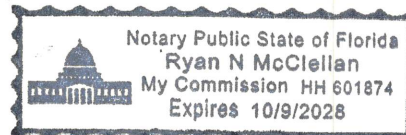
- A. He is the President, of Cathcart Construction Company - Florida, LLC, the Bidder that has submitted the attached Bid.
- B. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- C. Such Bid is genuine and is not a collusive or sham Bid.
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract. Or have in any manner, directly or indirectly sought by agreement or collusion, or communication, or conference with any Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price of the Bid price with any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract.
- E. The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affiant.

By Matt Blanton / President

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

um Notary Public

My Commission Expires: 10/9/2028



END OF SECTION



**SECTION 00490**  
**TRENCH SAFETY AFFIDAVIT**

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

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

Trench Safety Item (Description) Cost:

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

Twenty-One Thousand Five Hundred Thirty-Five Dollars

(Cost in Words)

TOTAL: \$ 21,535.00

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

COMPANY NAME: Cathcart Construction Company - Florida, LLC DATE: 8/12/25

BY: Matt Blanton / President

END OF SECTION

## **ADDENDUM NO. 1**

**DATE:** July 21, 2025  
**PROJECT NO:** RFB 2025-007  
**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

---

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

#### **General Information:**

- It was brought to our attention that a Wallace & Tiernan system is called out in the plans for the new treatment plant. Currently the Town uses a Hydro system which is maintained using Guardian equipment. The Town would prefer to stay using a Hydro system and not have 2 different systems to maintain.
- Site/Mechanical Changes to the Contract Drawings
  - Sheet M-05
  - Sheet M-06
- Electrical Changes to the Contract Drawings
  - Delete the following drawings:  
E-01, E-02, E-03, E-05, E-06, E-07, E-08, E-10, E-11, E-12, E-13, E-14, E-15, E-16, E-17, E-18, E-19, E-21, I-02 & I-03
  - Insert the following revised drawings in their place:  
E-01, E-02, E-03, E-05, E-06, E-07, E-08, E-10, E-11, E-12, E-13, E-14, E-15, E-16, E-17, E-18, E-19, E-21, I-02 & I-03
- Architectural Changes to the Contract Drawings
  - DRAWING A1.1 PROJECT DATA:  
Updated Sheet index to reflect revised sheets.
  - DRAWING A6.1 INTERIOR ELEVATIONS:  
Updated detail 1/A6.1 to include dimensions and finish material.
  - DRAWING AS1.1 SPECIFICATIONS:  
Added new sheet
  - DRAWING AS1.2 SPECIFICATIONS:  
Added new sheet



- DRAWING AS1.3 SPECIFICATIONS:  
Added new sheet
- DRAWING AS1.4 SPECIFICATIONS:  
Added new sheet
- Structural Changes to the Contract Drawings
  - DRAWING S3.1 FOUNDATION PLAN:  
Relocated door opening from the Chlorine Room to the Storage Room
  - DRAWING S3.2 ROOF FRAMING PLAN:  
Relocated lintel from the Chlorine Room to the Storage Room.

**Questions from Bidders:**

1. Bid Item number 7 seems incomplete, can you clarify?  
**Response: See attached revised Bid Form.**
2. We respectfully request that Unitron Controls® (a division of Barney's Pumps, Inc) be considered an Approved Equal for the System Supplier role, as specified in Section 13300.  
**Response: Not Approved. TLS Automation Sole Source.**
3. In Table 11215, please confirm that the minimum shutoff head shall be at least 200 ft of head (~15% over the top of the highest specified performance condition). Current specified shutoff head is 64 ft  
**Response: Confirmed. The minimum shutoff head shall be at least 200 ft of head.**
4. In Table 11215 (and plan sheet M-01 & M-02), well casing is specified as being 12". Please confirm the ID is at least 12" or larger. The pump sizes needed to meet the specified flow rates have OD's that are around 11.50". This means that there could be only 0.25" gap (or smaller) around the perimeter of the pump, making setting & removal of the pump challenging. If the ID of the casing is at any location less than 12.0", please consider revising the pump requirements to allow smaller equipment.  
**Response: Confirmed. The casing pipe is 12" I.D. black steel. Smaller equipment which meets the design point, HP and other specifications found in the bid documents shall be acceptable.**
5. In section 11215, to allow for future electrical upgrades, we recommend requiring that the complete pump assembly and motor be Variable Speed rated (including fabricated discharge heads). This will increase the equipment robustness even when operated at Constant speed, and will allow the City the option of adding VFDs to the wells for better flow control in the future.  
**Response: Solid State Starters are required for the well pumps as shown on the Contract Drawings**

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

**Response: Confirmed. All four pump cans shall be the same size.**

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

**Response: Pump heads may be fabricated per pump manufacturer recommendations.**

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

**Response: Bid per current layout.**

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

**Response: The minimum Pump Efficiency at the Primary design point is changed to 75%, with a pump BEP still at 80%.**

10. Can you provide details of the existing well that need to be abandoned, such as diameter and depth?

**Response: Existing well details (Well No. 3) are shown in the FDEP Sanitary Survey Report for WTP No. 2 which is attached.**

11. We have landscaping plans in the bid plans, is there irrigation plans?

**Response: Due to Town ordinance, there will be no irrigation system for this site. The Contractor will be responsible for providing irrigation water for 30 days to establish planted landscape grow-in.**

12. Section 11210, "Water Pumps"

- Does this project have funding that requires the equipment to be BABA compliant?

**Response: No. This project is not required to be BABA compliant.**

- Please confirm that the specified well pumps and high service pumps are to be NSF61 certified.  
**Response: Confirmed. All well pumps and high service pumps are to be NSF61 certified.**
- Please confirm that the specified performance tests for the well pumps and high service pumps are to be in accordance with HI Grade 1U tolerances.  
**Response: Confirmed. Performance tests for the well pumps and high service pumps are to be in accordance with HI Grade 1U tolerances.**
- Please clarify the requirements for the factory performance testing for the well pumps and the high service pumps. Section 11210, 1.03.C.2, says the “tests shall be witnessed and certified by a registered PE”. Section 11215, 3.02.B, says the “tests shall be witnessed by a registered engineer” but then adds additional information which indicates this engineer would be a HALFF representative including travel, meals, etc. to the pump manufacturing facility. Section 11216, 3.02.A, specifies a “non-witnessed laboratory performance test”. Witness testing adds cost & lead time. I would suggest non-witnessed factory performance tests on each unit, HI Grade 1U tolerance, certified by a PE or factory test lab manager.  
**Response: Factory performance testing for the well pumps and the high service pumps shall be accordance with Section 11216, 3.02.A, specifies a “non-witnessed laboratory performance test”.**

### 13. Section 11215, “Vertical Turbine Water Pumps”

- Paragraph 1.01.B makes reference to “variable speed well pumps”. Please confirm the well pumps are constant speed as indicated by the electrical drawings and not variable speed.  
**Response: Confirmed. The well pumps are constant speed as indicated by the electrical drawings.**
- Please clarify the note in paragraph 2.02.B which says “Existing motor shall be reinstalled for continued use”.  
**Response: No existing motors shall be reinstalled. All pumps and motors shall be new.**
- Are any factory certified hydrostatic tests desired for the well pump bowls, columns, or heads?  
**Response: No factory certified hydrostatic tests are required.**
- Regarding the testing in 3.02.C:



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

**Response: Yes. Vibration testing be performed as part of the field services / startup.**

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

**Response: Yes. Noise testing can be performed as part of the field services / startup.**

- Is certified historical NPSHR data acceptable in lieu of actual NPSHR testing?

**Response: Yes. Certified historical NPSHR data is acceptable.**

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

- Is packing or a mechanical seal to be used for shaft sealing?

**Response: Packing or mechanical seal for shaft sealing will be per pump manufacture recommendations.**

- Please confirm the requirement for hardened sleeves on the line shaft as indicated at the top of 11213-4. This is not typical for municipal water service. Please note that line shaft bearings are neoprene per 2.12.A.

**Response: Confirmed. the requirement for hardened sleeves on the line shaft. Line shaft bearings shall be zincless bronze bearings as indicated in Paragraph 2.07.B.**

- Paragraph 2.10.A - Please consider allowing integral impeller wear rings as an acceptable alternative.

**Response: Impellers need to be equipped with replaceable wear rings per Specification.**

- Paragraph 2.12.A – Our standard for bowl bearings is a combination of bronze & rubber. Is this acceptable?

**Response: No. Bowl bearings need to be stainless steel per Specification.**

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

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

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

Response: All coatings that come into contact with pumped water shall be suitable for potable water service as approved by the National Sanitation Foundation (NSF) Standard 61.

14. Can General Control Systems be added as an approved System Supplier? We meet the requirements listed in 13300 1.07. Please see attached documentation.

Response: Not Approved. TLS Automation Sole Source.

15. Can General Control Systems be added as an approved Control Systems Engineer (CSE)? We meet the requirements listed in 13300 1.01-E. Please see attached documentation.

Response: Provide supplemental information to allow review.

16. The bid sheet and PCT spec 13205.2.02.A.9 call out a 3,000 GPM aerator and drawing sheet M-07 calls out a 3800 GPM aerator. Please provide clarification.

Response: The aerator shall be 3,800 gpm per Sheet M-07.

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

Response: Confirmed. A TS rail system is acceptable.

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

Response: Aerator trays be constructed using NSF 61 approved resin and remain uncoated with no gel coat.

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

**Response: Confirmed. The slope reference refers to dish sump at drain only and that the floor is flat as shown on the drawings.**

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

**Response: Confirmed. A full coat of resurfacer is required on the underside of the concrete dome.**

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

**Response: ASTM C595 Type IL shall be included in the cement classes in addition to Type II and Type III.**

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

**Response: Confirmed. Tnemec Series L140 Pota-Pox Plus is considered an approved equal for the specified interior surfaces of the new PCT tank.**

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

**Response: The Geotechnical Investigation has been revised to show a 1,900 psf bearing pressure. The addendum report is attached.**

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

**Response: Confirmed. The top of wall elevation would be 167.92 and the high-water elevation would be 167.75 at the top of the CMU block wall.**



25. Drawing sheet M-05 requires fiberglass screens for the precast concrete overflow's while PCT spec 2.02.B.6.a. requires stainless steel. Please provide clarification.  
**Response: Precast concrete overflow screens shall be stainless steel per Specification 2.02.B.6.a. Please refer to the revised construction plans.**
26. Drawing sheet M-05 calls out an aluminum interior ladder. Please confirm a fiberglass ladder is required as stated on PCT specification section 13205.2.02.A.3. An aluminum interior ladder is not recommended.  
**Response: Confirmed. Interior ladder shall be fiberglass per Specification section 13205.2.02.A.3. Please refer to the revised construction plans.**
27. Drawing sheet M-05 shows the interior and exterior ladders as 17' tall. Confirm the ladders are to be designed to accommodate a 28'-5" side water depth.  
**Response: Confirmed. Interior and exterior ladders are to be designed to accommodate a 28'-5" side water depth.**
28. Drawing sheet M-06: Shows "link seals". Please modify this detail to read "Through-wall pipe shall be Type 316 stainless steel. Waterstop rings on wall-pipes shall be Type 316 stainless steel."  
**Response: Detail indicating "link seals" has been removed from the revised construction plans.**
29. The tank construction company shall self-perform the interior and exterior coatings of the tank (concrete surfaces and ferrous metals). The tank construction company shall be QP-8 certified and have system responsibility for all coatings under the same warranty as the tank. If the tank construction company is not QP-8 certified, then a Senior Certified Coatings Inspector (CIP Level 3) shall be hired at the expense of the tank construction company and present full-time during the application of all coating systems.  
**Response: Noted. The tank construction company shall self-perform the interior and exterior coatings of the tank (concrete surfaces and ferrous metals). The tank construction company shall be QP-8 certified and have system responsibility for all coatings under the same warranty as the tank. If the tank construction company is not QP-8 certified, then a Senior Certified Coatings Inspector (CIP Level 3) shall be hired at the expense of the tank construction company and present full-time during the application of all coating systems.**
30. Please confirm if this project is NOT subject to, AIS/ Buy American provisions, M/WBE requirements, and certified payroll.  
**Response: Confirmed. This project is NOT subject to, AIS/ Buy American provisions, M/WBE requirements, and certified payroll.**



31. Please confirm the all of the pump disconnects are 316SS, indoor and outdoor. The specs say 316SS unless otherwise noted on plans. The plans don't call out a material.

**Response: All pump disconnects are to be NEMA 4X 316 stainless steel.**

32. Would the Town consider any of the following?

- Move the bid to 2PM due time to allow time for pricing to come in, as well as travel time, after the weekend on Monday morning.

**Response: The Town is set on their current submittal schedule and are not willing to change times or dates.**

- Move the bid to from Monday to any other day Tuesday thru Friday to allow 1 full consecutive workday before the bid to finalize pricing, contact vendors, finalize for a morning delivery of bid in the case of contractors who have a long drive.

**Response: The Town is set on their current submittal schedule and are not willing to change times or dates.**

33. Please provide me with the column length starting under the discharge head to the top of the bowl assembly for the 3 HSP's and jockey pump.

**Response: The column length shall be a minimum of 10 feet in length.**

34. Also the overall depth of the wet well and please specify if there's a concrete pedestal on the slab.

**Response: The high service pumps and jockey pumps are canned. There is not wet well. There will be a concrete pedestal on the slab.**

35. Southern Flow would like to be added to the list of approved Systems Integrators in Section 13300. Attached is our qualification package for your review.

**Response: Not Approved. TLS Automation Sole Source.**

36. Lab storage room – I did not locate a Div 6 or Div 12 spec, is there one? Nothing is noted in terms of materials either on the elevations of this room (cabinets or counter tops). Is this an Owner furnished or contractor furnished item? Lockers in restrooms /ADA restroom bench – I did not locate a spec, are there any specific requirements for these items? Is this an Owner furnished or contractor furnished item?

**Response: Please refer to the amended architectural sheets attached with revised construction plans.**

- *Division 6 has been added to the set in addendum #1 above. Please see revised detail 1/A6.1 for added notes to the millwork details. All items are to be contractor furnished unless instructed otherwise.*

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

37. Consider naming **EDGENG** as an approved Manufacturer in the specification OR approve us Equal Status on this Project per the specification sections of **Section 13205- FRP ladder.**

*Response: FRP ladder shall be provided by the prestressed concrete tank manufacturer.*

**Attachments:**

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

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

**ACKNOWLEDGE RECEIPT- ADDENDUM NO. 1**

NAME OF BIDDER Catheart Construction Company - Florida, LLC

SIGNATURE 

TITLE Matt Blanton / President DATE 8/12/25

## **ADDENDUM NO. 2**

DATE: July 23, 2025  
PROJECT NO: RFB 2025-007  
PROJECT: Howey-in-the-Hills Water Treatment Plant No. 3

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

#### **General Information:**

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

#### **Attachments:**

1. Revised Invitation to Bid 00020-1

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

#### **ACKNOWLEDGE RECEIPT- ADDENDUM NO. 2**

NAME OF BIDDER Cathcart Construction Company - Florida, LLC

SIGNATURE 

TITLE Matt Blanton / President DATE 8/12/25

### **ADDENDUM NO. 3**

**DATE:** July 31, 2025  
**PROJECT NO:** RFB 2025-007  
**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

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

#### **General Information:**

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

#### **Attachments:**

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

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

#### **ACKNOWLEDGE RECEIPT- ADDENDUM NO. 3**

NAME OF BIDDER Cathcart Construction Company - Florida, LLC

SIGNATURE 

TITLE Matt Blanton / President DATE 8/12/25



## **ADDENDUM NO. 4**

**DATE:** August 7, 2025  
**PROJECT NO:** RFB 2025-007  
**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

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

#### **General Information:**

- Please be advised that the Town has requested a change to the retainage amount in section 00100.
- Please be advised the Town has requested a change to how the liquidated damages are calculated in section 00500 and section 00800.
- Please be advised that the Town has requested a change to the bond amount in section 00800.
- Generator Pad is detailed in the attached Sheet S5.1

#### **Attachments:**

1. Revised Contract Document Section 00100.
2. Revised Contract Document Section 00500.
3. Revised Contract Document Section 00800.
4. Generator Pad Plan, Section and Detail (Sheet S5.1)

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

#### **ACKNOWLEDGE RECEIPT- ADDENDUM NO. 4**

NAME OF BIDDER Cathcart Construction Company - Florida, LLC

SIGNATURE 

TITLE Matt Blanton / President DATE 8/12/25

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  Cathcart Construction Company - Florida, LLC
	<b>2</b> Business name/disregarded entity name, if different from above.
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> <b>LLC.</b> Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>P</b> <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions)
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>
<b>5</b> Address (number, street, and apt. or suite no.). See instructions. 1056 Willa Springs Drive	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code Winter Springs, FL 32708	
<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

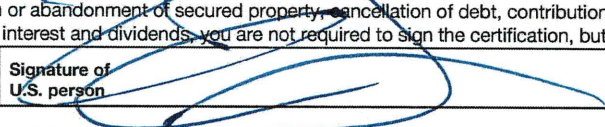
<b>Social security number</b>									
			-						
<b>or</b>									
<b>Employer identification number</b>									
4	6	-	4	7	4	0	1	5	2

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person 	Date <b>8/1/25</b>
------------------	--	--------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2025

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

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

<b>PRODUCER</b> LRA Insurance P.O. Box 948173  Maitland FL 32794		<b>CONTACT NAME:</b> Jeffrey Larson <b>PHONE (A/C, No, Ext):</b> (407) 838-3445 <b>FAX (A/C, No):</b> (407) 838-3460 <b>E-MAIL ADDRESS:</b> jlarson@lrainsurance.com															
<b>INSURED</b> Cathcart Construction Company - Florida, LLC 1056 Willa Springs Drive  Winter Springs FL 32708		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Westfield Insurance Company</td><td>24112</td></tr><tr><td>INSURER B: Bridgefield Employers Ins Co</td><td>10701</td></tr><tr><td>INSURER C: Westchester Surplus Lines Ins Co</td><td>010172</td></tr><tr><td>INSURER D: Westfield Specialty Insurance Company</td><td>16992</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Westfield Insurance Company	24112	INSURER B: Bridgefield Employers Ins Co	10701	INSURER C: Westchester Surplus Lines Ins Co	010172	INSURER D: Westfield Specialty Insurance Company	16992	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

**COVERAGES****CERTIFICATE NUMBER:** 25/26**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			TRA0975947	4/7/2025	4/7/2026	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000
D	Professional Liability			CPP-426636K-01	7/10/2025	7/10/2026	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:						PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY			TRA0975947	4/7/2025	4/7/2026	GENERAL AGGREGATE \$ 2,000,000
	ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	UMBRELLA LIAB			TRA0975947	4/7/2025	4/7/2026	Professional Liability \$ 1,000,000
	EXCESS LIAB						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	DED <input checked="" type="checkbox"/> RETENTION \$ 0			TRA0975947	4/7/2025	4/7/2026	BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0830-53545	4/7/2025	4/7/2026	PROPERTY DAMAGE (Per accident) \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PIP-Basic \$ 10,000
C	Pollution Liability			TRA0975947	4/7/2025	4/7/2026	EACH OCCURRENCE \$ 5,000,000
	Inland Marine						AGGREGATE \$ 5,000,000
A				TRA0975947	4/7/2025	4/7/2026	\$ PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ 1,000,000
A				TRA0975947	4/7/2025	4/7/2026	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A				TRA0975947	4/7/2025	4/7/2026	Each Occurrence/Aggregate \$1M ea/\$2M agg
							Leased & Rented Equipment \$700,000

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

**CERTIFICATE HOLDER****CANCELLATION**

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

B Williamson/ALTHAI

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**CATHCART, JOHN THOMAS**

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC  
1056 WILLA SPRINGS DRIVE  
WINTER SPRINGS FL 32708

**LICENSE NUMBER: CGC051005**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 08/21/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**CATHCART, JOHN THOMAS**

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC  
2564 CONNECTION POINT  
OVIEDO FL 32765

**LICENSE NUMBER: CUC057230**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](https://MyFloridaLicense.com)

ISSUED: 08/21/2024

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## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

March 17, 2025

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC  
1056 WILLA SPRINGS DRIVE  
WINTER SPRINGS, FLORIDA 32708

### RE: CERTIFICATE OF QUALIFICATION

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

#### FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, SIDEWALK, CURB & GUTTER, DITCH PAVEMENT, DRIVEWAYS, LIFT STATIONS, RIP RAP, UNDERGROUND UTILITIES (WATER & SEWER)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026**.

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

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

**[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)**

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

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

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

Sincerely,

James E. Taylor II, Prequalification Supervisor  
Contracts Administration Office

JTII



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

## Detail by Entity Name

Florida Limited Liability Company

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC

### Filing Information

**Document Number** L14000021124  
**FEI/EIN Number** 46-4740152  
**Date Filed** 02/06/2014  
**State** FL  
**Status** ACTIVE  
**Last Event** LC DISSOCIATION MEM  
**Event Date Filed** 05/16/2014  
**Event Effective Date** NONE

### Principal Address

1056 WILLA SPRINGS DR  
WINTER SPRINGS, FL 32708

Changed: 04/29/2022

### Mailing Address

PO BOX 195788  
WINTER SPRINGS, FL 32719

Changed: 06/30/2025

### Registered Agent Name & Address

CATHCART, DAVID  
1056 WILLA SPRINGS DR  
WINTER SPRINGS, FL 32708

Name Changed: 04/26/2015

Address Changed: 04/29/2022

### Authorized Person(s) Detail

#### **Name & Address**

Title Manager/Member, President



BLANTON, MATT  
PO BOX 195788  
WINTER SPRINGS, FL 32719

Title Manager/Member

CATHCART, DAVID  
PO BOX 195788  
WINTER SPRINGS, FL 32719

Title Manager/Member, CEO, Secretary, Attestations

Cathcart, John  
PO Box 195788  
Winter Springs, FL 32719

Title Asst. Secretary, for Attestations Only

MCCLELLAN, RYAN  
1056 WILLA SPRINGS DRIVE  
Winter Springs, FL 32708-5214

Title MGR (non member) For Executing Bids / Proposals Only

Ryan, Whitmer  
1056 WILLA SPRINGS DR  
WINTER SPRINGS, FL 32708

#### Annual Reports

Report Year	Filed Date
2024	03/14/2024
2025	05/06/2025
2025	06/30/2025

#### Document Images

<a href="#">06/30/2025 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/06/2025 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/14/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/15/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/22/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">04/29/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/30/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/14/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/26/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/16/2014 -- CORLCDSMEM</a>	<a href="#">View image in PDF format</a>
<a href="#">02/06/2014 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

Florida Department of State, Division of Corporations



## SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000  
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/25

**CATHCART CONSTRUCTION COMPANY-FLORIDA LLC**  
**1056 WILLA SPRINGS DR**  
**WINTER SPRINGS, FL 32708**

Account #: 157615

REGULATED  
License # - GCG051005  
Qualifier- JOHN THOMAS CATHCART

MATTHEW T BLANTON (OFFICER)

Receipt #: 40222024091200291

Amount Paid: \$ 45.00

Date Paid: 09/12/2024

### BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

**REPORT ALL CHANGES:** The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

**CATHCART CONSTRUCTION COMPANY-FLORIDA LLC**  
**1056 WILLA SPRINGS DR**  
**WINTER SPRINGS, FL 32708**



Cathcart Construction Company - Florida, LLC  
Comparative Balance Sheet  
December 31, 2024 and 2023

	<u>2024</u>	<u>2023</u>
<u>Assets</u>		
Current Assets:		
Cash	\$ 5,865,076	\$ 6,564,128
Accounts receivable, net	18,564,143	7,368,685
Costs and earnings in excess Of billings	1,536,835	1,890,851
Prepaid expenses	<u>85,774</u>	<u>97,750</u>
Total Current Assets	26,051,828	15,921,414
Fixed Assets:		
Property & Equipment	16,474,997	12,468,819
Less Accumulated Depreciation	<u>( 3,903,012)</u>	<u>( 3,225,770)</u>
	<u>12,571,985</u>	<u>9,243,049</u>
Total Assets	\$ <u>38,623,813</u>	\$ <u>25,164,463</u>

Liabilities and Member Equity

Current Liabilities:		
Accounts payable and accrued Liabilities	\$ 6,571,182	\$ 7,348,260
Billings in excess of costs And profits	11,696,562	2,290,721
Current portion of Long-term debt	<u>2,361,737</u>	<u>1,329,567</u>
Total Current Liabilities	20,629,481	10,968,548
Long-term Liabilities:		
Long-term debt, net of current Portion	<u>4,232,196</u>	<u>2,521,156</u>
Total Liabilities	<u>24,861,677</u>	<u>13,489,704</u>
Member Equity:		
Class A Units	615,000	615,000
Class B Units	50,000	50,000
Retained earnings	<u>13,097,136</u>	<u>11,009,759</u>
Total Member Equity	<u>13,762,136</u>	<u>11,674,759</u>
Total Liabilities and Member Equity	\$ <u>38,623,813</u>	\$ <u>25,164,463</u>

See Independent Auditor's Report and  
Notes To Financial Statements.



**A Safety Company That Builds Infrastructure Projects**

**1056 Willa Springs Dr Winter Springs, FL 32708  
(407) 629-2900**

## **Cathcart SAM.gov Information 2025:**

**CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC** ● Active Registration

Unique Entity ID:  
**MHV9M8ZKK619**

Doing Business As:  
**(blank)**

Expiration Date  
**Mar 19, 2026**

CAGE/NCAGE:  
**740Y3**

Physical Address:  
**2564 CONNECTION PT  
OVIEDO, FL 32765-9086 USA**

Purpose of Registration:  
**All Awards**



Owned Equipment			
Decription	Make	Model	Quantity
Broom Tractor	LayMor	300	3
Compact Excavator	Takeuchi	TB240	1
Compact Track Loader	Bobcat	T590	1
Compact Track Loader	Bobcat	T595	1
Compact Track Loader	Case	TV450B	1
Compact Track Loader	John Deere	331G	1
Compact Track Loader	John Deere	333G	1
Compact Track Loader	Kubota	90	1
Compact Track Loader	Kubota	95	2
Compact Track Loader	Kubota	97	1
Compact Track Loader	Takeuchi	TL8R2	2
Dover	John Deere	450J	1
Drum Roller	Hamm	H5i	2
Drum Roller	Hamm	H7i	3
Roller	Sakai	SV414ND	1
Dump Truck	Ford	F650	1
Excavator	Takeuchi	TB240	1
Excavator	Caterpillar	310	1
Excavator	Caterpillar	325	2
Excavator	Hitachi	ZX85	2
Excavator	Hitachi	135US	1
Excavator	Hitachi	ZX345	2
Excavator	Hitachi	345	1
Excavator	John Deere	85G	2
Excavator	John Deere	160G	1
Excavator	Komatsu	138	1
Excavator	Linkbelt	145X4	1
Dozer	John Deere	450	1
Flatbed Hauler	Ford	F350	2
Grader	John Deere	620	1
Grader	John Deere	670	1
Mini Excavator	Bobcat	E45	4
Mini Excavator	Bobcat	E85	2
Mini Excavator	Bobcat	E80	1
Mini Excavator	Caterpillar	305	1
Mini Excavator	John Deere	331G	1
Mini Excavator	John Deere	35G	2
Mini Excavator	John Deere	135P	4
Mini Excavator	John Deere	85G	2
Mini Excavator	John Deere	26G	1
Mini Excavator	John Deere	60P	1
Mini Excavator	Hitachi	ZX60	1
Wheel Loader	Case	321F	1
Wheel Loader	Case	821	1
Wheel Loader	Doosan	DL220-3	3
Wheel Loader	Hitachi	ZW80	1
Wheel Loader	Hitachi	ZW180	2
Wheel Loader	John Deere	544	1

Wheel Loader	John Deere	644K	1
Wheel Loader	John Deere	644L	1
Wheel Loader	John Deere	304L	1
Wheel Loader	John Deere	544G	5
Wheel Loader	John Deere	444G	2
Wheel Loader	John Deere	204G	2
Wheel Loader	John Deere	304G	1
Wheel Loader	Komatsu	270-8	3
Wheel Loader	Komatsu	270-7	1



A Safety Company That Builds Infrastructure Projects

1056 Willa Springs Dr Winter Springs, FL 32708  
(407) 629-2900

## References

Trey Sisk  
Construction Project Manager  
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Longwood, FL 32750  
(407) 260-3447

Troy Mitchell  
Civil Engineer  
[Troy.mitchell@half.com](mailto:Troy.mitchell@half.com)  
Half Associates, Inc.  
902 N Sinclair Ave  
Tavares, FL 32778  
(352) 557-9231

Stephen Thomas  
Project Coordinator  
[stthomas02@seminolecountyfl.gov](mailto:stthomas02@seminolecountyfl.gov)  
Seminole County  
520 West Lake Mary Blvd,  
Sanford, FL 32773  
(407) 225-0182





**A Safety Company That Builds Infrastructure Projects**

**1056 Willa Springs Dr Winter Springs, FL 32708  
(407) 629-2900**

### **Relevant Projects**

- 1) City of Orlando Continuing Contract / Orlando Water Reclamation Division: Continuing Contract for Removal, Replacement, maintenance, and repairs of wastewater treatment systems at City of Orlando's Iron Bridge, Water Consrev I, and Water Conserv II facilities
  - Owner, City of Orlando, 400 South Orange Ave., Orlando, FL 32801
  - Daron Johnson/ City of Orlando
    - (407) 246-2273/ [Daron.Johnson@cityoforlando.net](mailto:Daron.Johnson@cityoforlando.net)
  - Value of Work Done - ~\$6,700,000
  - General Superintendent – Justin Williams
  - General Superintendent – Joe Newton
- 2) East Longwood Phase 2: 7,600 LF of 8" PVC Gravity Sewer, 33 4' Dia. Manholes, 7 Drop Manholes, 2 Conflict Manholes, 132 6" laterals, 95 LF of 4" Force Main, 1 Duplex Pump Station, +130 Septic Abandonment/House Lateral Installations, Collection System Bypass, 13,000 SY of Asphalt Milling, 1,600 TN of Asphalt Paving, and 54 CY of Flowable Fill Grouting.
  - Owner, City of Longwood, 155 W. Warren Avenue, Longwood, FL 32750
  - Najee Hunter / Barnes Ferland and Associates
    - 321.322.1114 / [nhunter@bfaenvironmental.com](mailto:nhunter@bfaenvironmental.com)
  - Final Budget - \$6,192,405.48
  - Final Completion – October 2024
  - General Superintendent – Joe Newton
- 3) Hughey and Garland Water Main Replacement: 3400 LF 20", 500 LF of 16", 1000 LF 12", 1000 LF 8", 1240 LF of 6" DIP Water Main, 1500 LF Electrical Duct Bank, 580 LF of 6", 950 LF of 8", and 100 LF of 12" PVC Gravity Sewer, 20,000 SY Roadway Replacement in Downtown Orlando
  - Owner, Orlando Utilities Commission, 100W W Anderson St, Orlando, FL 32801
  - Natalie Urick / Orlando Utilities Commission
    - 321.230.6694 / [NUrick@ouc.com](mailto:NUrick@ouc.com)





- Final Budget - \$15,092,683.68
  - Final Completion – December 2024
  - General Superintendent – Joe Newton
- 4) Holly Avenue Streetscapes / Blue Springs Nutrient Reduction: This project included 1 Sanitary Lift Station and 1 Stormwater Lift Station. Pipe systems consisted of 1400LF of 18", 290LF of 24", 1000LF of 30", and 440LF of 36" RCP, 54 Storm Structures, 550LF of 6", 275LF of 8", 2682LF of 10", and 38LF of 12" PVC Gravity Sewer, 7 Sanitary Manholes, 550LF of 6", 1787LF of 8", and 1958LF of 10" PVC Sanitary Force Main, as well as 60LF of 4", 275LF of 6", and 6870LF of 8" RWM. Restoration included 4800SY of Asphalt Milling, 1300TN of Asphalt Paving, 5630LF of Curb/Gutter, 3050SY of Concrete sidewalk/Driveways, 1600SY of Paver Roadway, and 18000SY of Sod.
- Owner, Orange City, 205 E Graves Avenue Orange City, FL 32763
  - Mariluz Diaz / Orange City
    - 386.775.5472 / [mdiaz@orangecityfl.gov](mailto:mdiaz@orangecityfl.gov)
  - Final Budget - \$6,285,723
  - Final Completion – March 2025
  - General Superintendent – Joe Newton
- 5) 9<sup>th</sup> Street Gravity Sewer & Force Main: This project was a gravity sewer, watermain, and force main improvement project. The force main improvements involved 2155 LF of directional drilling 24" HDPE, 80 LF of 20" force main installed by Jack & Bore, 2272 LF of open cut 20" PVC force main, grout filling 7000 LF of old force main. Water main included 2000 LF of various sizes of pipe ranging from 6" to 12" including multiple fittings, gate valves, and services. Gravity sewer included approximately 1000 LF of various sizes of pipe ranging from 8" to 15", 120 LF of 12" gravity sewer installed by Jack & Bore, and 9 manholes. Over 3000 SY of asphalt paving and approximately 600 SY of concrete sidewalk was needed in the restoration of the project.
- Owner, City of Winter Garden, 300 West Plant St, Winter Garden, FL 34787
  - Jim Monahan / City of Winter Garden
    - (407) 840-0276 / [jmonahan1@cwgdn.com](mailto:jmonahan1@cwgdn.com)
  - Final Budget - \$4,273,086.94
  - Final Completion – June 2020
  - General Superintendent – Joe Newton
- 6) Hull Avenue Septic to Sewer: 3300LF of 8" sanitary sewer, 14 manholes, 1300LF of 6" laterals, 2500 LF of laterals on private property, 44 septic abatements, and 3800SY of Roadway restoration.
- Owner, Town of Oakland, 230 N. Tubbs Street, Oakland, FL 34760
  - Mike Parker / Public Works Director
    - 407.656.1117 ext.2302 / [mparker@oaklandfl.gov](mailto:mparker@oaklandfl.gov)



- Final Budget - \$1,242,986
  - Final Completion – April 2022
  - General Superintendent – Justin Williams
- 7) Coolidge Street Utility Improvements: This project included installation of new sanitary sewer and water utilities as well as new road construction. Sanitary included 400LF of 12", 5300LF of 15" PVC, 19 manholes, and active flow bypassing. Water included 4500LF of 10", 310LF of 6" PVC, multiple valves, 4 tapping sleeves, 7 fire hydrant assemblies, and grout filling of old water main. Road construction included 6600CY of excavation, 3664SY of milling & resurfacing, and 1300SY of new roadway paving.
- Owner, City of Eustis, 10 N. Grove Street, Eustis, FL 32727-0068
  - Daniel Millan / City of Eustis
    - (352) 483-5480 ext. 3105 / [MillanD@Eustis.org](mailto:MillanD@Eustis.org)
  - Final Budget - \$3,947,720.00
  - General Superintendent – Joe Newton
- 8) Orange City Phase 1 and Phase 1 A Nutrient Reduction: 2 Sanitary Lift Station, 5800 LF of Gravity Sewer, 1500 LF of Force Main, 13,600 SY of Roadway
- Owner, Orange City, 205 E Graves Avenue Orange City, FL 32763
  - Mariluz Diaz / Orange City
    - 386.775.5472 / [mdiaz@orangecityfl.gov](mailto:mdiaz@orangecityfl.gov)
  - Final Budget - \$4,152,748
  - General Superintendent – Joe Newton
- 9) Hillview/Mathews Road 30" FM Remove and Replace: Remove and Replace 1650 LF of 30" Forcemain, 1700 LF of Bypass, completed on a Thanksgiving Weekend
- Owner, City of Altamonte Springs, 225 Newburyport Avenue, Altamonte Springs FL 32701
  - Trey Sisk / Construction Manager
    - 407.571.8572 / [TSisk@altamonte.org](mailto:TSisk@altamonte.org)
  - Final Budget - \$625,000.00
  - General Superintendent – Joe Newton
- 10) Service Area 3 Watermain Rehab Ph. 2 – Installation of 5,980LF of 6" and 1,790LF of 8" DR-18 PVC via open cut. 150LF of 8" HDPE and 140LF of 10" HDPE were installed via HDD. Restoration included 2,190SY of driveway/sidewalk repair, 5,756CY of import fill to replace unsuitable material, and 1,260 SY of asphalt milling and resurfacing.
- Owner, City of Wauchula, 126 South 7<sup>th</sup> Avenue, Wauchula, FL 33873
  - John Eason / Deputy City Manager
    - (863) 773-3131 / [jeason@cityofwauchula.com](mailto:jeason@cityofwauchula.com)
  - Final Budget - \$2,497,830.00



- Final Completion – November 2024
- General Superintendent – Justin Williams

11) Water System Main Line Connections – Installation of 550LF of 6", 185LF of 8", 190LF of 10", and 11,945LF of 12" PVC water mains via open cut and 2,496LF of 12" HDPE via HDD. Grouting included 3,520LF of 6", 2,930LF of 10", and 1,315LF of 12" existing water mains. Restoration included 1,820SY of concrete driveway, 3,075SY of concrete sidewalk, 2,450LF of full depth asphalt restoration and 5,920SY of milling and resurfacing.

- Owner, City of Wauchula, 126 South 7<sup>th</sup> Avenue, Wauchula, FL 33873
- Todd Mckinnish / Chief Inspector
  - (863) 559-1908 / [todd@cityofwauchula.com](mailto:todd@cityofwauchula.com)
- Final Budget - \$5,040,019.83
- Final Completion – November 2024
- General Superintendent – Justin Williams

12) Orange County Force Main R/R East Package 1 – Removal and replacement of 1,290LF 6" and 3,010LF of 8" pipe, abandoning of 1,040LF of 6" in place and the installation of 2,290LF of 6" and 3,010LF of 8" PVC force main. Multiple tapping sleeves and line stop assemblies were necessary and restoration included 462SY of 1.5" asphalt, and 246SY of 4" concrete. A public information officer was used for communication with locals and residents of the affected areas.

- Owner, Orange County, 9150 Curry Ford Road, Orlando, 32825
- James Montalvo / Chief Inspector
  - (407) 254-9793 / [James.Montalvo@ocfl.net](mailto:James.Montalvo@ocfl.net)
- Final Budget - \$2,100,023.28
- Final Completion – August 2024
- General Superintendent – Justin Williams

13) Hicks Avenue Extension - Reconstruction and Extension of Urban Roadway consisting of 13 storm inlets, 8 storm manholes, 114LF of 18", 940 LF of 24", 99LF of 30", and 174LF of 36" RCP. Water utility consisted of 280LF of 4", 130LF of 6", and 430LF of 8" DIP. Restoration and new construction included 1950SY of 4" and 192SY of 6" sidewalk, 1740LF of F curb, 1100LF of HDD conduit, 2200 LF of Fiber Optic, 3 steel mast arms with signalization, and over 760TN of asphalt paving.

- Owner, City of Orlando, 400 South Orange Ave., Orlando, FL 32801
  - Ed Bryant, (407) 637-4898 – [edgar.bryant@cityoforlando.net](mailto:edgar.bryant@cityoforlando.net)
- Final Budget - \$5,186,077.70
- Final Completion – July 2024
- General Superintendent – Joe Newton





14) Lakeshore Trail Utilities Adjustment Project – This project was a utilities conflict adjustment with water utility consisting of 1100LF of 12" PVC, 780LF of 12" DIP via Open Cut, 550LF of 12" HDPE via HDD, 100LF each of 1" & 2" via HDD, and 1850LF of 24" DIP via Open Cut. RWM consisted of 4300LF of 12" DIP, 2300LF of 16" PVC via Open Cut, 1800LF of 16" HDPE via HDD, and 30" Steel Casing via Jack & Bore. Over 12000LF of pipe was removed and disposed of and over 3000LF of pipe was grout filled. Restoration included 1465Y of asphalt milling and resurfacing as well as 3100SY of full depth asphalt paving.

- Owner, Toho Water Authority, 951 Martin Luther King Blvd Kissimmee, FL 34741
  - Jay Morris, Vice President (407) 425-0452 – [jmorris@cphcorp.com](mailto:jmorris@cphcorp.com)
- Final Budget - \$7,669,346.72
- Final Completion – July 2024
- General Superintendent – Justin Williams

15) Nolan Road Culvert Improvements – This project consisted of the construction a culvert bridge consisting of 815LF of 18", 58LF of 24", and 210LF of 36" Class III Concrete Pipe Culvert and 49LF of 29"x45" Class HE-III Concrete Pipe Culvert. Demo of the existing bridge/structures were necessary as well as 326CY of excavation and 709 CY of Embankment. Construction also included 9 storm inlets, 4 manholes, concrete traffic railing-bridge with 36" slope, 50LF of guardrail, and 154SY of 6" sidewalk.

- Owner, Seminole County, 100 East First Street, Sanford, Florida 32771
- Ron Ramos, Project Manager / Seminole County
  - (407) 665-5774 / [rramos@seminolecountyfl.gov](mailto:rramos@seminolecountyfl.gov)
- Final Budget – \$1,131,318.62
- Final Completion – December 2023
- General Superintendent – Justin Williams

16) Walnut St Force Main – This project was a Force Main extension with 1980 LF of 14" HDPE directional drill and 2680 LF of 12" PVC open cut. The project utilized 10 gate valves, multiple fittings, and a 12" double line stop bypass to make connections. During the project the team was able to work with the owner to extend a directional drill under a roadway and signage for a community center to reduce the restoration cost and save money on the project.

- Owner, Toho Water Authority, 951 Martin Luther King Blvd Kissimmee, FL 34741
  - Micah Smart, Engineer II (407) 483-3851 – [Msmart@tohowater.com](mailto:Msmart@tohowater.com)
- Final Budget - \$1,141,109.60
- Final Completion - June 2023
- General Superintendent – Justin Williams





17) Urick St Force Main Extension – This Project was a force main upgrade that replaced 3240 LF of 8" PVC and 4880 LF of 10" PVC via open cut. There was also 680 LF of 10" HDPE and 2120 LF of 12" HDPE installed via directional drill. 19 ARV we needed with the force main install. The restoration required asphalt roadway, concrete sidewalk, and concrete driveways. During the project there was the need to change an open cut portion of the project to a directional drill. This was to save multiple large oak trees that would have been needed to remove if the open cut process was done.

- Owner, City of Fruitland Park, 506 W. Berkman Street Fruitland Park, FL 34731
  - Robb Dicus, Public Works Director (352) 360-6795 – [RDicus@fruitlandpark.org](mailto:RDicus@fruitlandpark.org)
- Final Budget \$2,640,218.00
- Final Completion - March 2023
- General Superintendent – Joe Newton

18) Cottonwood Fire Protection Improvements – This Project was an upgrade that replaced the watermain system by installing 3800 LF of new 6" watermain, 56 services, and restoration to the roadway. The original scope of work only required a 5' wide repair on the concrete aprons that cover only the areas that were open cut. Since the contingency money in the project was not utilized on any issues, the City of Leesburg decided to replace the aprons from the road all the way to the right of way line. The added scope increased the project budget some but provided a better restoration than the original scope of work.

- Owner, City of Leesburg, 501 West Meadow Street, Leesburg FL 34749
  - Ryan Gerdon, Administrative Coordinator (352) 705-0248 – [ryan.gerdon@leesburgflorida.gov](mailto:ryan.gerdon@leesburgflorida.gov)
- Final Budget – \$543,700.56
- Final Completion – March 2023
- General Superintendent – Joe Newton

19) Amanda ST Extension Construction – This project was a roadway extension that performed the installation 2434 LF of 4" PVC water main, 2525 LF of 8" PVC water main, 469 LF of 4" HDPE directional drilled watermain, over 100 new watermain services, and 5 fire hydrants. The sanitary sewer portion of the project consisted of 2097 LF of 8" sewer, 475 LF of 8" sewer, and 10 sewer manholes. The stormwater improvements consisted of 232 LF of 15" RCP, 1600 LF of 18" RCP, 1900 LF of 24" RCP, 17 curb inlets, 3 ditch bottom inlets, and 6 manholes. The road restoration involved 550 SY of brick pavers, 4325 LF of curbing, 5038 SY of 4" sidewalk, 295 CY of gravity wall, and 7686 SY of asphalt restoration.

- Owner, City of Altamonte Springs, 225 Newburyport Avenue, Altamonte Springs FL 32701



- Trey Sisk, Construction Manager (407) 571-8572 – [tsisk@altamonte.org](mailto:tsisk@altamonte.org)
- Final Budget – \$3,938,864.50
- Final Completion – June 2021
- General Superintendent – Joe Newton

20) Windward Square Service Line Replacement – This project was an improvement to rehabilitate the water main system in the Windward Square complex. The upgrades consisted of 240 services with new services lines, new meters, and meter boxes. The restoration consisted of over 500 SY of sidewalk replacement, 1000 SY of concrete driveways, and sod as needed. A change order was created during the project for additional sidewalk that needed to be replaced. This was due to restoration that was required by the city of Casselberry, but these quantities were not captured in the original scope of work.

- Owner, City of Casselberry – 95 Triplet Lake Drive, Casselberry, FL 32707
  - Jiovani Charres, Utilities Engineer (407) 262-7725 ext 1761 – [Jcharres@casselberry.org](mailto:Jcharres@casselberry.org)
- Final Budget – \$2,087,770.00
- Final Completion – May 2023
- General Superintendent – Joe Newton





Company ID Number: 1454842



## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Cathcart Construction (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.





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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly





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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon





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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with





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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.





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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.





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## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

<b>Employer</b> Cathcart Construction Company - Florida	
<b>Name (Please Type or Print)</b> Matthew Blanton	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 09/30/2019
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 09/30/2019





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### Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Cathcart Construction Company - Florida
Company Facility Address	2564 Connection Point Oviedo, FL 32765
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	464740152
North American Industry Classification Systems Code	237
Parent Company	Cathcart Construction Company - Florida
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)





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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Claudia Bosquez  
Phone Number 407629290016  
Fax 3212034900  
Email claudia@cathcartconstructioncompany.com

Name Cathv Owen  
Phone Number 407629290010  
Fax 4072034900  
Email cathv@cathcartconstructioncompany.com

Name Matthew Blanton  
Phone Number 407629290021  
Fax 3212034900  
Email mblanton@cathcartconstructioncompany.com



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This list represents the first 20 Program Administrators listed for this company.