

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

Printed name: Francis Allen Bates III Title: Vice President

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

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

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

 ORIGINAL

DRUG FREE WORKPLACE CERTIFICATE

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

RCM Utilities, LLC

(Print or Type Name of Firm)

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

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

F. All R-TT

Authorized Signature

08/12/2025

Date signed _____

State of: Florida

County of: Lake

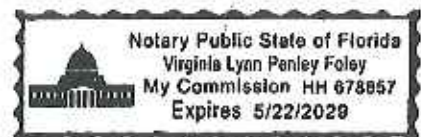
Sworn to (or affirmed) and subscribed before me this 12 date of August 20 25

By ☐ physical presence or ☐ online notarization.

Personally known x or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires 05/22/2029



END OF SECTION

NAME OF BIDDER: RCM Utilities, LLC

SECTION 00300 BID FORM

DATE SUBMITTED: 08/12/2025

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

NAME OF BIDDER: RCM Utilities, LLC

BUSINESS ADDRESS: 1451 Pine Grove Road Eustis, FL 32726

TELEPHONE NUMBER: 352-561-2990

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

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

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

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

No. <u>1</u>	Dated: <u>07/21/2025</u>	No. _____	Dated: _____
No. <u>2</u>	Dated: <u>07/23/2025</u>	No. _____	Dated: _____
No. <u>3</u>	Dated: <u>07/31/2025</u>	No. _____	Dated: _____
No. <u>4</u>	Dated: <u>08/07/2025</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.

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

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

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

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

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

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

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

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

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

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

Eight Million Eight Hundred Sixty Four Thousand Fifty Five Dollars \$8,865,055.00
(In Words) (Numbers)

\$8,865,055.00 \$8,865,055.00
Unit Price Total Price

NAME OF BIDDER: RCM Utilities, LLC

A PARTNERSHIP N/A

(SEAL)

(Partnership Name)

(General Partner's Signature)

(General Partner's Name)

DOING BUSINESS AS: _____

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____

FLORIDA LICENSE NO.: _____

NAME OF BIDDER: RCM Utilities, LLC

A CORPORATION

RCM Utilities, LLC

(SEAL)

(Corporation Name)

Florida

(State of Incorporation)

BY Francis Allen Bates III

(Name of Person Authorized to Sign)

Vice President

(Title)

F. Allen Bates III

(Authorized Signature)

(CORPORATE SEAL)

ATTEST Melissa Moss

(Secretary)

DOING BUSINESS AS: RCM Utilities, LLC

BUSINESS ADDRESS: 1451 Pine Grove Road Eustis, FL 32726

TELEPHONE NUMBER: 352-561-2990

CORPORATE PRESIDENT: Christopher Creech

FLORIDA LICENSE NO.: CUC1225240

NAME OF BIDDER: RCM Utilities, LLC

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

SOLE PROPRIETORSHIP N/A

(Individual's Signature) (SEAL)

(Individual's Name) (SEAL)

DOING BUSINESS AS: _____

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____

FLORIDA LICENSE NO.: _____

NAME OF BIDDER: RCM Utilities, LLC

A JOINT VENTURE N/A

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: The Gray Casualty & Surety Company

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

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

Florida Surety Bonds, Inc. 620 N. Wymore Road Suite 200 Maitland, FL 32751

END OF SECTION

SECTION 00301 BID FORM

DATE SUBMITTED: 08/12/2025

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

NAME OF BIDDER: RCM Utilities, LLC

BUSINESS ADDRESS: 1451 Pine Grove Road Eustis, FL 32726

TELEPHONE NUMBER: 352-561-2990

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

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

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

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

See Attached List

8. What equipment will you purchase for the Work?

None

9. What equipment will you rent for the Work?

None

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

Available Upon Request

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

RCM Utilities, LLC

END OF SECTION

SECTION 00301-A SUBCONTRACTOR LISTING

List all proposed Subcontractors to be used for this Project:

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

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

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

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

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

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

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

END OF SECTION

SECTION 00410
BID BOND
BIDDER CERTIFICATION

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

Signed this 28th day of July 20 25.

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

NOW THEREFORE:

- A. The term "bid" as used herein included a bid, offer, or proposal as applicable.
- B. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the 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.

*1451 Pine Grove Road Eustis, FL 32726

**PO Box 6202, Metairie, LA 70009-6202

- H. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective 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):
RCM Utilities, LLC

Surety (Print Full Name):
The Gray Casualty & Surety Company (Seal)

By: Francis Allen Baker III (L.S)

Surety's Name and Corporate Seal
By: Jeffrey W. Reich
Signature (attach Power of Attorney) Jeffrey W. Reich*

Title: Vice President

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

Attest: F. Allen Baker III VP

Attest: [Signature]

Signature and Title

Signature and Title Migdiel Burgos, Witness

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

*Inquiries: 407-786-7770

END OF SECTION

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

GENERAL POWER OF ATTORNEY

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

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

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

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

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

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

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



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

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



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

Leigh Anne Henican

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

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

Mark S. Manguno

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

Leigh Anne Henican



SECTION 00420
CORPORATE RESOLUTION

BIDDER CERTIFICATION

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

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

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

NAME	OFFICE	OFFICIAL SIGNATURE
<u>Christopher R Creech</u>	<u>President</u>	<u>Christopher R Creech</u>
<u>Francis Allen Bates III</u>	<u>Vice President</u>	<u>F. Allen Bates III</u>
<u>Melissa M Moss</u>	<u>Secretary</u>	<u>Melissa M Moss</u>
_____	_____	_____

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

END OF SECTION

**SECTION 00480
NON-COLLUSION AFFIDAVIT**

STATE OF: Florida

COUNTY OF: Lake

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

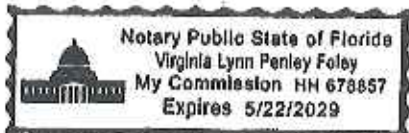
- A. He is the Vice President, of RCM Utilities, LLC, the Bidder that has submitted the attached Bid.
- B. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- C. Such Bid is genuine and is not a collusive or sham Bid.
- 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 F. Allen Bates III

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

Virginia Lynn Penley Foley Notary Public
My Commission Expires: 05/22/2029

END OF SECTION



SECTION 00490 TRENCH SAFETY AFFIDAVIT

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

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

Trench Safety Item (Description) Cost:

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

One Thousand Dollars

(Cost in Words)

TOTAL: \$ 1,000.00

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

COMPANY NAME: RCM Utilities, LLC

DATE: 08/12/2025

BY: F. A. R. R. II

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:

- o 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.

- o 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.

- o 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 RCM Utilities, LLC

SIGNATURE *F. Allen*

TITLE Vice President

DATE 08/12/2025

ADDENDUM NO. 2

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

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

General Information:

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

Attachments:

1. Revised Invitation to Bid 00020-1

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

ACKNOWLEDGE RECEIPT- ADDENDUM NO. 2

NAME OF BIDDER RCM Utilities, LLC

SIGNATURE F. M. R. III

TITLE Vice President

DATE 08/12/2025

ADDENDUM NO. 3

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

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

General Information:

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

Attachments:

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

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

ACKNOWLEDGE RECEIPT- ADDENDUM NO. 3

NAME OF BIDDER RCM Utilities, LLC

SIGNATURE F. Allen R. III

TITLE Vice President

DATE 08/12/2025

SECTION 11245

GAS FEEDER

PART 1 - GENERAL

1.01 COMPLETENESS

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

1.02 QUALITY ASSURANCE

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

PART 2 – MANUFACTURER

2.01 MANUFACTURER

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

PART 3 – CHLORINATION SYSTEM

3.01 GENERAL

- A. The Chlorination system shall be a vacuum operated, solution feed, and automatic switchover type for dispensing chlorine gas from industry standard one hundred fifty (150) pound cylinders.
- B. The Chlorination system shall have a chlorine gas feed capacity of not less than 250 PPD (pounds per day).
- C. The system shall convey the gas under vacuum from the cylinder mounted vacuum regulators to the ejector assemblies.
- D. The chlorination system shall automatically switch the gas supply from an empty cylinder to a full one to maintain an uninterrupted supply of chlorine to maintain continuous disinfection of the water.
- E. The system design shall permit the entire system to be vacuum checked in the field without the use of special tools.
- F. The system shall be constructed of materials suitable for wet or dry chlorine gas service.

3.02 CYLINDER MOUNTED VACUUM REGULATORS

- A. The four (4) vacuum regulators shall mount directly on the gas cylinder valve by means of a closed, corrosion resistant yoke assembly that complies with the standards set forth by The Chlorine Institute, Inc. The sealing of these mating surfaces shall be achieved using a lead gasket.
- B. Each Vacuum Regulator shall have a maximum feed rate capacity of 250 PPD.
- C. Each vacuum regulator shall use an inlet capsule constructed of solid Hastelloy C-276 material, which shall carry a lifetime warranty.
- D. Each vacuum regulator shall have its bodies machined from solid PVC to avoid cracking and for maximum durability.

- E. Injection molded PVC or ABS body parts (which possess insufficient wall thickness), shall not be accepted.
- F. Vacuum regulator springs shall be Tantalum alloy and shall carry a lifetime warranty.
- G. Each vacuum regulator shall have a two-layer ECTFE (Halar) diaphragm, which controls vacuum and a spring loaded, normally closed inlet valve, which closes upon loss of vacuum.
- H. Each regulator shall possess an internal switchover mechanism to automatically shift from standby to in-service upon depletion of the on-line cylinder. The regulators shall have a clear status indicator (standby or in-service).
- I. Each regulator shall incorporate a pressure relief (vent) valve with separate ports for chlorine feed and chlorine vent. Connections and tubing shall be provided for venting gas away from the pressure relief (vent) port of each vacuum regulator to the outside atmosphere (outside of the building). The outside end of the vent tubing shall be equipped with an insect screen.
- J. Each regulator shall be equipped with a porous PTFE inlet filter to remove particulate matter from the gas before it enters the inlet safety valve.
- K. Each regulator shall be designed to accept an optional flow meter tube to indicate feed rate and which cylinder is in use.
- L. Each regulator shall have a mechanism to indicate when the cylinder is empty and requires replacement.

MANUFACTURER

The manufacturer shall be Hydro Instruments, Telford, PA, USA. The vacuum regulator shall be Hydro Instruments Model SVR-250-CL2.

3.03 GAS FLOW METER

- A. Three (3) gas flow meters shall be provided to indicate the gas flow rate. The gas flow meter shall be suitable for wall mounting.

Location	Feed Rate
Well No.5	100 PPD
Well No.6	100 PPD
Post Chlorination	100 PPD

- B. The gas flow meters shall be equipped with a rate control valve for manual feed rate adjustment.
- C. Flow meter tubes shall be a minimum of six (6) inches in length and indicate flow rates up to their maximum capacity and down to a minimum of 1/10 of the maximum value.

MANUFACTURER

The manufacturer shall be Hydro Instruments, Telford, PA, USA. The gas flow meter shall be Hydro Instruments Model RM-702.

3.04 AUTOMATIC CONTROL VALVE (CHLORINATOR)

- A. General

- 1. One (1) automatic control valve (chlorinator) shall be provided to control the chlorine gas feed.

Location	Feed Rate
Post Chlorination	100 PPD

2. The automatic control valve shall be comprised of a PID controller and variable area orifice rate valve. These devices shall be incorporated into one compact unit.
3. The microprocessor based automatic control valve shall adjust the gas feed rate based on up to three analog input signals or by means of one to four 12-24VDC inputs.
4. The automatic control valve shall allow for the following standard, field selectable control modes:
 - a. Manual
 - b. Proportional control (Flow)
 - c. Set-Point control (Residual/ORP)
 - d. Compound Loop control (PID)
 - e. Step-Feed control
 - f. Dual Input Feed Forward control
 - g. Dual Set-Point control
5. Motion of the valve shall be achieved by means of a linear stepper motor.
6. Motion control shall be achieved without the use of a feedback potentiometer.
7. To ensure accurate feed rates throughout the range of operation, the software shall incorporate a 10-point valve linearization calibration.

B. Construction

1. The automatic valve shall be housed in a NEMA4X (IP66) rated enclosure.
2. Materials of construction shall be of the finest available for the use of chlorine gas.
3. For accurate feed rate control, the length of the variable area orifice portion of the rate valve stem shall be no less than 1.5 inches.
4. The automatic valve shall be installed onto a ½" thick high density polypropylene (HDPE) panel suitable for wall mounting.

C. User Interface

1. The automatic control valve shall include a 2-line, 20-character, alphanumeric, LCD display.
2. User controls shall be through a front panel 4-button keypad.
3. Menus and variables shall be displayed in plain English words using easy to read, alphanumeric characters for clear understanding.
4. Control mode and parameters shall be password protected and adjustable through the keypad while displayed on the screen.

D. Inputs and Outputs

1. The automatic control valve shall include three (3) analog input channels.
2. Each analog input signal shall be independently user selectable as either 4-20mA or 0-10V.

3. The first input channel shall be used only for proportional (flow) input signals. The second input channel shall be used only for set point (residual or ORP) input signals. The third input channel shall be used for one of the following:
 - a. Remote adjustment of dosage
 - b. Remote adjustment of set-point
 - c. Remote valve positioning
 - d. Additional input for Dual Set-Point control
4. Four 12-24VDC inputs shall be provided. These inputs can be used for:
 - a. Step-Feed control
 - b. External control of AUTO or MANUAL modes
 - c. External control of DUTY or STANDBY modes
5. Two (2) relay outputs shall be provided for remote indication of alarm conditions or indication of whether the valve is in AUTO or MANUAL mode. The use of these relays is user adjustable.
6. Two 4-20 mA output signals, proportional to the chemical feed rate, shall be provided.
7. The automatic control valve shall have a half-duplex, two wire interface type connection for Modbus RS-485 communication.

E. Remote Meter Panel

1. One (1) remote meter panel shall be incorporated into the assembly to indicate the gas flow rate.

NOTE: REFER TO SECTION 3.3 FOR DETAILS.

F. Bypass Piping Arrangement

1. The automatic control valve shall be provided with a bypass piping and valve arrangement to allow for the selection of automatic feed control or bypass (manual) feed control. The selection of manual feed control shall isolate the automatic control valve.
2. The bypass piping arrangement shall be constructed of socket welded schedule 80 PVC pipe and pipe fittings.
3. The three (3) bypass valves shall be constructed with seals of suitable material for chlorine gas application.

G. Electronic Vacuum Monitoring

1. An electronic vacuum monitor shall be supplied and installed on the panel. The vacuum monitor shall have the following features:

Input Voltage: 90-265 VAC, 50/60 Hz @ 0.1 Amps

Alarm Relays (SPDT)

240V AC at 5 Amps Resistive

115V AC at 5 Amps General Use

30V DC at 5 Amps General Use

Enclosure: NEMA 4X

Vacuum Measurement range: 0 to 30 in. Hg.

Low Alarm range: 0 to 15 in. Hg.

High Alarm range: 15 to 30 in. Hg.

Over Pressure: 85 PSI

Delay Timer: 1 to 100 seconds

Analog Output

Voltage: 0-3 VDC

Current: 0-3 mA DC (standard) or 4-20 mA DC with optional mA transmitter board installed

Reset Switch: IP 65 protection

External connectors: IP 68 protection

Indicators

Vacuum: 3 digit digital LED display

Alarms: 3 LED indicators – High, Low and Latch

Polarity: 1 LED

MANUFACTURER

The manufacturer shall be Hydro Instruments, Telford, PA, USA. The automatic control valve shall be Hydro Instruments Model WPOV-110.

3.05 EJECTORS

- A. A total of three (3) ejectors shall be supplied. The ejector shall be water operated Venturi nozzle type. The Ejector shall provide the operating vacuum for the chlorination system.
- B. The ejector shall incorporate a spring loaded, normally closed check valve to prevent the backflow of water into the chlorine gas equipment. The check valve shall be suitable for backpressures of no less than 140 psi.
- C. The ejector check valve shall automatically close upon the loss of vacuum in the ejector.
- D. Each ejector shall have body parts machined from solid PVC stock for maximum durability and to avoid cracking.

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

Location	Size	Nozzle/Throat	Feed Rate
Well No.5	3/4"	#12	100 PPD
Well No.6	3/4"	#12	100 PPD
Post Chlorination	3/4"	#12	100 PPD

- E. The ejectors shall be installed with a water inlet assemblies consisting of a true union ball valve, y-strainer, pressure gauge and union.

MANUFACTURER

The manufacturer shall be Hydro Instruments, Telford, PA, USA. The ejector shall be Hydro Instruments Model EJO-100-CL2. The water inlet assembly shall be Hydro Instruments Model WIA-PVC-100-BV.

3.06 GAUGES

- A. Furnish and install gauges where shown on the plans.
- B. All gauges shall be diaphragm protected and suitable for chlorine gas service.

MANUFACTURER

The manufacturer shall be Hydro Instruments, Telford, PA, USA or approved equal.

3.07 MAINTENANCE

- A. Furnish operation & maintenance manuals with pertinent parts drawings for all equipment.
- B. Where required, provide one (1) set of special tools for complete assembly and/or disassembly of system components for each type specified.
- C. Spare Parts – Provide spare parts and maintenance kits in accordance with manufacturer's recommendations for the following items:
 - 1. Vacuum regulators
 - 2. Automatic control valve
 - 3. Gas flow meter
 - 4. Ejector

PART 4 – GAS ALARM

4.01 AUTOMATIC CONTROL VALVE (CHLORINATOR)

- A. The gas detector shall be a device including a monitor and up to sixteen electrochemical gas sensors.
- B. The gas detector shall include a microprocessor-based monitor operating the electrochemical sensors.
- C. The microprocessor-based monitor shall be enclosed in a NEMA 4X (IP66) rated housing. The monitor shall include a two (2) line twenty (20) character, alphanumeric, backlit, liquid crystal, display, one alarm LED, a 90 dB audible alarm, and four front panel push buttons.
- D. For every four gas sensors ordered, an additional enclosure will be provided. The single display will be mounted in the main enclosure (sensor enclosure 1-4). All enclosures will be mounted on a wall panel for easy access.
- E. A self-diagnostic alarm shall be provided to detect any communication errors for the electrical hardware.
- F. Alteration of the gas detector settings shall be password protected.
- G. The gas detector monitor shall include an external acknowledge contact input to allow remote acknowledgement of alarms.
- H. The gas detector shall provide an RS-485 (Modbus) digital output signal to allow external recording of the gas detector readings and alarms.
- I. The gas detector shall provide an isolated 4-20 mA output signal for each sensor.

- J. A standard twenty-five (25) feet of shielded signal cable shall be provided to connect each sensor to the monitor. Additional cable lengths may be provided up to 300 ft. as required.
- K. The gas detector shall operate from 85 to 264 Volts (50-60 Hz) AC Power.

4.01 ALARM RELAYS

- A. The gas detector shall be provided with two selectable common alarm outputs standard. These two common alarm outputs shall be capable of monitoring the following conditions: any sensor low, any sensor high, any sensor signal loss, AC power loss, and low battery.
- B. For every four sensors ordered an additional eight relays shall be provided.
- C. The two adjustable relays per sensor shall indicate low-level alarm reading (odd relays) and high-level alarm reading (even relays). The low and high level settings shall be adjustable using the password protected keypad/display interface. Each relay may also be programmed to indicate: any sensor low, any sensor high, any signal loss, AC power loss, and low battery.
- D. The high-level alarm relay shall be user selected as either latching or non-latching and either failsafe or non-failsafe.
- E. The low-level and common alarm relays shall always be non-latching and non-failsafe.
- F. Relays shall be dry contacts and rated for a maximum power of 10 A at 250 VAC / 10A at 24 VDC.

4.02 GAS SENSORS

- A. All gas sensors will be of the electrochemical type capable of monitoring the specified gas.
- B. All gas sensors will operate with a 4-20 mA output loop powered signal.
- C. The chlorine gas sensor will have a measurement range of 0.0 to 10.0 ppm and a resolution of 0.1 ppm.
- D. The chlorine gas sensors will have a zero drift of less than 0.03 PPM change per year and an accuracy of within +/- 0.2 PPM.
- E. The gas sensor response time will allow the reading to reach 90% of scale within 30 seconds or less.
- F. The gas sensor recovery time will be such that after exposure to the target gas, the sensor reading will recover to 90% or less within 3 minutes or less.
- G. The gas sensors will not require the addition or replacement of electrolyte.
- H. Gas sensor and transmitter boards will be housed in a NEMA4X enclosure.

4.03 BATTERY BACKUP

- A. The gas alarm will be capable of including an integral battery backup. The integral battery backup will be mounted inside the monitor and enabled or disabled in the password protected setup.
- B. The battery backup will be able to power the gas alarm without AC power for at least 12 hours. For units using more than four sensors, one battery will be provided for each set of four sensors.

4.04 TEMPERATURE MONITORING

- A. The gas alarm monitor will be capable of monitoring and displaying air temperature with up to two (2) Type K thermocouples.
- B. The Type K thermocouple will have ten (10) feet of shielded copper wire provided to connect to the monitor.

- C. The monitor will provide two (2) adjustable temperature alarm trip points. One rising alarm for high temperature and one falling alarm for low temperature.
- D. One (1) dedicated alarm relay will be provided for high temperature alarm indication. The common alarm relays and gas sensor alarm relays will be programmable to also indicate a high temperature alarm or a low temperature alarm.

4.05 DATA LOGGING

- A. The gas alarm will be capable of automatically recording and storing data for: Date, Time, Gas sensor reading and Temperature.
- B. The frequency at which data is collected and stored will be adjustable, with a minimum setting of every 5 seconds.
- C. Data will be written to and stored on a MicroSDHC memory card. The memory card will be installed and physically accessed from inside the gas alarm monitor without the need for perforations in the enclosure that would compromise its NEMA (IP) rating.
- D. Data will be written in a comma separated value format and able to be read by simple text readers and able to be imported into spreadsheet programs.

MANUFACTURER

The manufacturer shall be Hydro Instruments, Telford, PA, USA. The gas alarm shall be Hydro Instruments Model GA-180.

PART 5 – GAS ALARM

5.01 INSTALLATION

- A. Install equipment and accessories in accordance with manufacturer's recommendations.

5.02 SERVICES

- A. Provide on-site startup, operator training and final equipment adjustment services for a minimum of one day. These services shall be provided by a factory trained and certified technician.
- B. Installing contractor must have a minimum of 5 years of experience installing gaseous chlorination systems and provide at least three references.
- C. Demolition of existing system(s) and installation of the new chlorination system(s) must be coordinated with the City of Howey. If necessary, the successful bidder / installer shall provide a temporary chlorination system to ensure that the treatment system can provide disinfected potable water to the City without interruption.

END OF SECTION



GUARDIAN EQUIPMENT, INC.

330 Hickman Drive, Sanford, FL 32771 PH:888-928-3700 / 407-936-2216 FX:407-936-2217

July 29th, 2025

Ref: Flowey-in-the-Hills

Water Treatment Plant No. 3

Project No. 055783.001

Owner/Bid No. RFB2025-007

Ladies & Gentlemen:

We are pleased to offer the following information for your review and consideration.

SECTION 11245 GAS FEEDER

ONE (1) WPOV-110-C-3-100M6-2-0-M Hydro Instruments Wall Panel Omni Valve

1/2" NPT Inlet/Outlet, Flowmeter & V-Notch Stem, Manual Bypass w/ vacuum monitor, 6" Meter

TWO (2) RM-702-CL2 Hydro Instruments 100 PPD 6" Remote Meter Panel

FOUR (4) SVR-250-CL2-250-0-US-0 Hydro Instruments Automatic Switchover Vacuum Regulator 250 PPD

25' vacuum tubing, 25' vent tubing, 10 lead gasket, vent tube insect screen & cap, small squeeze bottle for ammonia (ammonia not included), filter media, twisted cylinder wrench

THREE (3) Hydro Instruments IJH-250-CL2 Injector

TWO (2) Force Flow Model GR150-2 Electronic Dual Chlor-Scale 150

2-Channel SOLO G2 Digital Indicator w/4-20mA Outputs, PVC Platforms, Chaining Brackets, Electronic Load Cells

TWO (2) Hydro Instruments VM-150 Vacuum Monitor

1/4" ID Tube Barb Vacuum Connection, 0-30" Hg, Adjustable Alarms, 90-265VAC

ONE (1) Lot of Spare Parts

Kit # KT9-250-CL2 Vacuum Regulator Kit – two each

Kit # KT1-250-OV Omni Valve Kit – two each

Kit # MPH-250-CL2 – Meter Kit – two each

SECTION 11345 GAS DETECTION SYSTEM

ONE (1) Hydro Instruments GA-180 Gas Detector, Model GA-180-1-0-0-0-1-2-1-1-1

One Sensor, battery back-up, light and horn, 25' sensor cable, 120V AC input

ONE (1) Hydro Instruments GA-AI-110 Remote alarm light with 90 dB horn (120VAC)

ASSOCIATED ACCESSORIES

TWO (2) 0-160 PSI Pressure Gauges

Stainless steel body, 2-1/2" dial

TWO (2) 0-160 PSI Pressure Gauges with Isolators

1/2" CPVC Isolator, stainless steel body, 2-1/2" dial

THREE (3) 3/4" Thick White Polypropylene Mounting Panels

(2) 4' x 8' (1) 8' x 2'

ONE (1) 3" Wye-Strainer Hayward

Sch 80 PVC, Grey

ONE (1) 2" Wye-Strainer Hayward

Sch 80 PVC, Grey

TWO (2) 1" ASCO Solenoid Valves 8210G004-120V

120 VAC, Normally Closed

THREE (3) Hydro Instruments Injection Quill

1-1/2" corporation stop, 1" Sch 80 PVC quill

ONE (1) 2" Asahi True Union Ball Valve

Sch 80 PVC/Viton

EIGHT (8) 1/2" Asahi True Union Ball Valves

Sch 80 PVC/Viton

SIXTEEN (16) 1/2" Asahi True Union Ball Valves

Sch 80 PVC/Viton

ONE (1) Booster Pump Goulds 25GBC10

1" Discharge, 1" Suction, NPT, 1 HP, 1 Phase, 115/230V, 3500 RPM, ODP, 7 Stage, Cast Iron, GB Series

TOTAL FOR ABOVE.....\$47,000.00

***Guardian Equipment does not offer the Halogen valve shut off system.**

- Freight has been included.
- No sales or use taxes have been included.
- Start up and training has been included in the above pricing.
- Please allow 4-6 weeks for delivery after receipt of approved submittals.

Please feel free to contact me if you have any questions.

Sincerely,

Alan Cliburn/Kim Newman

Guardian Equipment Inc.



STATE OF FLORIDA
DEPARTMENT OF HEALTH
ONSITE SEWAGE TREATMENT AND DISPOSAL
SYSTEM
CONSTRUCTION PERMIT

PERMIT #: 35-ST-3167460
APPLICATION #: AP2239982
DATE PAID: _____
FEE PAID: _____
RECEIPT #: _____
DOCUMENT #: PR2295685

CONSTRUCTION PERMIT FOR: OSTDS New
APPLICANT: (TOWN OF HOWEY IN THE HILLS-WTP#3 BLG)
PROPERTY ADDRESS: CR 48 Howey In The Hills, FL 34737
LOT: _____ BLOCK: _____ SUBDIVISION: METES & BOUNDS
PROPERTY ID #: 3018273 [SECTION, TOWNSHIP, RANGE, PARCEL NUMBER]
[OR TAX ID NUMBER]

SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH SPECIFICATIONS AND STANDARDS OF SECTION 381.0065, F.S., AND CHAPTER 64E-6, F.A.C. DEPARTMENT APPROVAL OF SYSTEM DOES NOT GUARANTEE SATISFACTORY PERFORMANCE FOR ANY SPECIFIC PERIOD OF TIME. ANY CHANGE IN MATERIAL FACTS, WHICH SERVED AS A BASIS FOR ISSUANCE OF THIS PERMIT, REQUIRE THE APPLICANT TO MODIFY THE PERMIT APPLICATION. SUCH MODIFICATIONS MAY RESULT IN THIS PERMIT BEING MADE NULL AND VOID. ISSUANCE OF THIS PERMIT DOES NOT EXEMPT THE APPLICANT FROM COMPLIANCE WITH OTHER FEDERAL, STATE, OR LOCAL PERMITTING REQUIRED FOR DEVELOPMENT OF THIS PROPERTY.

SYSTEM DESIGN AND SPECIFICATIONS

T [900] GALLONS / GPD Baffled Septic Tank with filter CAPACITY
A [] GALLONS / GPD _____ CAPACITY
N [] GALLONS GREASE INTERCEPTOR CAPACITY [MAXIMUM CAPACITY SINGLE TANK:1250 GALLONS]
K [] GALLONS DOSING TANK CAPACITY [] GALLONS @ [] DOSES PER 24 HRS #Pumps []
D [250] SQUARE FEET Drainfield SYSTEM
R [] SQUARE FEET _____ SYSTEM
A TYPE SYSTEM: [X] STANDARD [] FILLED [] MOUND [] _____
I CONFIGURATION: [X] TRENCH [] BED [] _____
N
F LOCATION OF BENCHMARK: FINISHED FLOOR OF BLG (ELEV. 137.64' NAVD)
I ELEVATION OF PROPOSED SYSTEM SITE [43.00] [INCHES] FT [] ABOVE [] BELOW BENCHMARK/REFERENCE POINT
E BOTTOM OF DRAINFIELD TO BE [73.00] [INCHES] FT [] ABOVE [] BELOW BENCHMARK/REFERENCE POINT
L
D FILL REQUIRED: [0.00] INCHES EXCAVATION REQUIRED: [] INCHES

O
T
H
E
R

SPECIFICATIONS BY: John Charles Katsantonis TITLE: Owner

APPROVED BY: Steven Bunkley TITLE: Environmental Specialist I Lake CHD

DATE ISSUED: 07/28/2025 EXPIRATION DATE: 01/28/2027

DEP 4015, 06-21-2022 (Obsoletes previous editions which may not be used)
Incorporated 62-6.004, FAC



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
ONSITE SEWAGE TREATMENT AND DISPOSAL
SYSTEM (OSTDS)

PERMIT NO. _____
DATE PAID: _____
FEE PAID: _____
RECEIPT #: _____

APPLICATION FOR CONSTRUCTION PERMIT

APPLICATION FOR:

☒ New System ☐ Existing System ☐ Holding Tank ☐ Innovative
☐ Repair ☐ Abandonment ☐ Temporary ☐ _____

APPLICANT: Town of Howey in the Hills - WTP #3 blg EMAIL: jkenvironmental@gmail.com

AGENT: JK ENVIRONMENTAL SERVICES, LLC TELEPHONE: 352-406-6879

MAILING ADDRESS: PO BOX 2107, MINNEOLA, FL 34755

TO BE COMPLETED BY APPLICANT OR APPLICANT'S AUTHORIZED AGENT. SYSTEMS MUST BE CONSTRUCTED BY A PERSON LICENSED PURSUANT TO 489.105(3)(m) OR 489.552, FLORIDA STATUTES. IT IS THE APPLICANT'S RESPONSIBILITY TO PROVIDE DOCUMENTATION OF THE DATE THE LOT WAS CREATED OR PLATTED (MM/DD/YY) IF REQUESTING CONSIDERATION OF STATUTORY GRANDFATHER PROVISIONS.

PROPERTY INFORMATION

OSTDS REMEDIATION PLAN? ☐ Y / ☒ N

LOT: N/A BLOCK: N/A SUBDIVISION: METES & BOUNDS PLATTED: N/A

PROPERTY ID #: 3018273 ZONING: A I/M OR EQUIVALENT: ☐ Y / ☒ N

PROPERTY SIZE: 3.23 ACRES WATER SUPPLY: ☐ PRIVATE PUBLIC ☐ ≤ 2000 GPD ☒ > 2000 GPD

IS SEWER AVAILABLE AS PER 381.0065, FS? ☐ Y / ☒ N DISTANCE TO SEWER: >500 FT

PROPERTY ADDRESS: COUNTY ROAD 48, HOWEY IN THE HILLS, FL 34737

DIRECTIONS TO PROPERTY: -SEE MAP-

BUILDING INFORMATION

☐ RESIDENTIAL

☒ COMMERCIAL

Unit No.	Type of Establishment	No. of Bedrooms	Building Area Sqft	Commercial/Institutional System Design Table I, Chapter 62-6, FAC
1	Proposed water	N/A	3,814	-This is for a building housing the water
2	treatment plant blg			treatment plant no. 3 for the town, including
3				-Includes 198 sf office (30 gpd) or max.4
4				employees (60 gpd). Therefore use min.200
				gpd for system sizing (62-6fac)

☐ Floor/Equipment Drains ☐ Other (Specify) _____

SIGNATURE: Schuster DATE: 6/15/05

DEP 4015, 06-21-2022 (Obsoletes previous editions which may not be used)

Incorporated 62-6.004, FAC



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM

PERMIT NO. _____

SITE EVALUATION AND SYSTEM SPECIFICATIONS

APPLICANT: Town of Howey in the Hills - WTP #3 blg AGENT: JK ENVIRONMENTAL SERVICES, LLC
LOT: N/A BLOCK: N/A SUBDIVISION: METES & BOUNDS
PROPERTY ID #: 3018273 [Section/Township/Parcel No. or Tax ID Number]

TO BE COMPLETED BY ENGINEER, HEALTH DEPARTMENT EMPLOYEE, OR OTHER QUALIFIED PERSON. ENGINEERS MUST PROVIDE REGISTRATION NUMBER AND SIGN AND SEAL EACH PAGE OF SUBMITTAL. COMPLETE ALL ITEMS.

PROPERTY SIZE CONFORMS TO SITE PLAN: ☒ YES ☐ NO NET USABLE AREA AVAILABLE: 3.23 ACRES
TOTAL ESTIMATED SEWAGE FLOW: 200 (MIN. PER 82-6 FAC) GALLONS PER DAY [TABLE 1 / OTHER]
AUTHORIZED SEWAGE FLOW: 8,075 GALLONS PER DAY [1500 GPD/ACRE OR 2500 GPD/ACRE]
UNOBSTRUCTED AREA AVAILABLE: >800 SQFT UNOBSTRUCTED AREA REQUIRED: 350 SQFT

BENCHMARK/REFERENCE POINT LOCATION: FINISHED FLOOR OF BLG (ELEV. 137.64' NAVD)
ELEVATION OF PROPOSED SYSTEM SITE IS 43 [INCHES/FT] [ABOVE/BELON] BENCHMARK/REFERENCE POINT

THE MINIMUM SETBACK WHICH CAN BE MAINTAINED FROM THE PROPOSED SYSTEM TO THE FOLLOWING FEATURES
SURFACE WATER: N/A FT DITCHES/SWALES: 15+ FT NORMALLY WET? ☐ YES ☒ NO
WELLS: PUBLIC: 200+ FT LIMITED USE: N/A FT PRIVATE: N/A FT NON-POTABLE: N/A FT
BUILDING FOUNDATIONS: 5+ FT PROPERTY LINES: 10+ FT POTABLE WATER LINES: 20+ FT

SITE SUBJECT TO FREQUENT FLOODING: ☐ YES ☒ NO 10 YEAR FLOODING? ☐ YES ☒ NO
10 YEAR FLOOD ELEVATION FOR SITE: N/A FT MSL/NGVD SITE ELEVATION: N/A FT MSL/NGVD

SOIL PROFILE INFORMATION SITE 1

MUNSELL #/COLOR	TEXTURE	DEPTH
10YR 4/1	SAND	0 TO 3
10YR 5/4	SAND	3 TO 8
10YR 6/6	SAND	8 TO 72
		TO
		TO
		TO
		TO
		TO
		TO
USDA SOIL SERIES: <u>8-CANDLER SAND, 0-5% SLOPES</u>		

SOIL PROFILE INFORMATION SITE 2

MUNSELL #/COLOR	TEXTURE	DEPTH
10YR 2/1	SAND	0 TO 3
10YR 3/2	SAND	3 TO 8
10YR 6/6	SAND	8 TO 72
		TO
		TO
		TO
		TO
		TO
		TO
USDA SOIL SERIES: <u>8-CANDLER SAND, 0-5% SLOPES</u>		

OBSERVED WATER TABLE: >72 INCHES [ABOVE / BELON EXISTING GRADE. TYPE: [PERCHED / APPARENT]
ESTIMATED WET SEASON WATER TABLE ELEVATION: >72 INCHES [ABOVE / BELON EXISTING GRADE
HIGH WATER TABLE VEGETATION: ☐ YES ☒ NO WSWT INDICATOR: ☐ YES ☒ NO DEPTH: N/A INCHES

SOIL TEXTURE/LOADING RATE FOR SYSTEM SIZING: 0.80 (SAND) DEPTH OF EXCAVATION: N/A INCHES
DRAINFIELD CONFIGURATION: ☒ TRENCH ☐ BED ☐ OTHER (SPECIFY) _____
REMARKS/ADDITIONAL CRITERIA: NO CONTEMPORARY REDOX FEATURES

SITE EVALUATED BY: JOHN C. KATSANTONIS CEHP#23-1058 *John C. Katsantonis* DATE: 6/1/25

DEP 4015, 06-21-2022 (Obsoletes previous editions which may not be used)

Incorporated: 62-6.004, FAC



AUTHORIZATION LETTER
(Please print)

I TOWN OF HOWEY IN THE HILLS give
(owner of property)

authorization to JK ENVIRONMENTAL SERVICES LLC
(name of agent)

to act on my behalf in all aspects of an application for an Onsite Sewage Treatment & Disposal System.

(OSTDS) for lot N/A Block N/A Unit N/A
Subdivision METES & BOUNDS
Section 23 Township 20 Range 25
Alternate Key # 3946511

Metes & Bounds (Please attach legal description)

S. O'Hara
Signature of Owner

1/9/2025
Date

If any questions please call (352) 253-6130. This form can be Faxed to (352) 253-6133 or, mailed or hand delivered to:

Lake County Environmental Health
315 W. Main Street
P.O. Box 1305
Tavares, FL 32778

Authorization 10/2005

REVISED 05/14/2007

EHShare/OSTDS Forms/Authorization Letter 2007






**Lake County Health Department
Septic System Permit Application Addendum**

Any features marked "Yes" below must be indicated on the site plan. Failure to indicate such features will cause your application to be delayed. For "new" or "existing evaluations" the site plan MUST be to scale. All site plans must show all property dimensions.

1. Are there any public wells within 200' of your property line? Yes__ No__ ✓
2. Are there any EXISTING OR PROPOSED wells on your property? Yes ✓ No__
3. Are there any neighboring wells within 75' of your property line? Yes__ No__ ✓
4. Are there any EXISTING OR PROPOSED septic systems on your property? Yes ✓ No__
5. Are there any existing NEIGHBORING septic systems within 75' of your property? Yes__ No__ ✓
6. Are there bodies of water on or within 100' of your property line?
Included are any lakes, streams, canals or standing water bodies. Yes__ No__ ✓
7. Are there any drainage features on or within 100' of your property?
Included are any ditches, swales or water retention areas. Yes ✓ No__
8. Are there any easements or right-of-ways that are on or about your property? Yes ✓ No__
9. Are there any EXISTING OR PROPOSED driveways, sidewalks, pools or other impervious areas on your property? Yes ✓ No__
10. Is there any slope on your property?
What is the slope? 1-3 % (eg 1' fall in 100' is 1% slope) Yes ✓ No__
11. Is the property served by public water? If so, mark the location of the water meter and service line into the house. Yes ✓ No__ (PUBLIC WELL)

PROPERTY RECORD CARD

General Information

Name:	TOWN OF HOWEY IN THE HILLS	Alternate Key:	3946511
Mailing Address:	PO BOX 128 HOWEY IN THE HILLS, FL 34737- 0128 Update Mailing Address	Parcel Number: 	23-20-25-0004- 000-01400
		Millage Group and City:	000H Howey in the Hills
		2024 Total Certified Millage Rate:	20.5764
		Trash/Recycling/Water/Info:	My Public Services Map 
Property Location:	COUNTY ROAD 48 HOWEY IN THE HILLS FL, 34737	Property Name:	Submit Property Name 
		School Information:	School Locator & Bus Stop Map  School Boundary Maps 

Property Description: FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 23 TOWNSHIP 20 SOUTH RANGE 25 EAST RUN NORTH 00-53-14 EAST 1171.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48, SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5679.58 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 69-35-43 EAST 1186.12 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID NORTHERLY RIGHT OF WAY LINE 1188.29 FEET, SOUTH 75-35-20 EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 1460.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2341.83 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 72-35-58 EAST 223.25 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID NORTHERLY RIGHT OF WAY LINE 223.33 FEET TO THE POINT OF BEGINNING, THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE NORTH 15-36-38 EAST 52.62 FEET, NORTH 75-08-12 EAST 258.80 FEET, NORTH 75-51-45 EAST 298.35 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 133.42 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62-15-27 EAST 62.77 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 83.36 FEET, THENCE SOUTH 41-20-52 EAST 270.88 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 19, THENCE SOUTH 75-06-54 WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE 531.94 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48 AND A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2341.83 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 66-12-04 WEST 299.49 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND ALONG SAID NORTHERLY RIGHT OF WAY LINE 299.69 FEET TO THE POINT OF BEGINNING ORB 6068 PG 2222

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of mortgaging property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

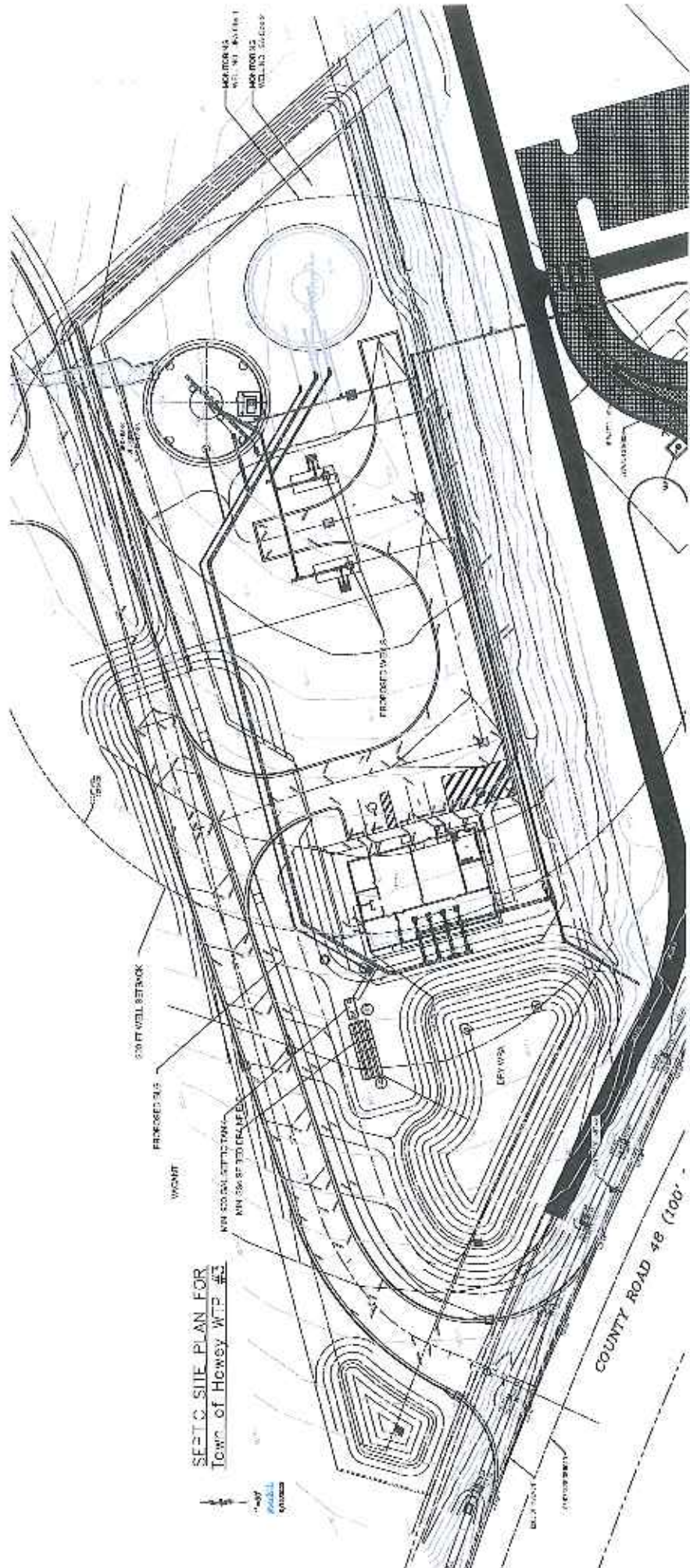
Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
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SEPTIC SITE PLAN FOR
TOWN of Honey WTP #3

DATE: 10/1/01
BY: [Signature]

SECTION 15
WILL. 101. 40. 100. 1
SECTION 16
WILL. 101. 40. 100. 1
SECTION 17
WILL. 101. 40. 100. 1



ADDENDUM NO. 4

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

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

General Information:

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

Attachments:

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

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

ACKNOWLEDGE RECEIPT- ADDENDUM NO. 4

NAME OF BIDDER RCM Utilities, LLC

SIGNATURE 

TITLE Vice President

DATE 08/12/2025

SECTION 00100 INSTRUCTION TO BIDDERS

PART 1 – EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 1.01 The Bidder is required to carefully examine the sites of the work and the Plans and other Contract Documents for the work contemplated, and it will be assumed that the Bidder has investigated and is fully informed of the conditions and materials to be encountered, of the character, quality, and quantities of work to be performed and materials to be furnished, and of the requirements of the Plans and other Contract Documents.
- 1.02 Each Bidder must inform himself fully of the conditions related to construction and labor under which the work will be performed, will have inspected the site of the work, and will have read and be thoroughly familiar with the plans, specifications, and other Contract Documents. Failure to do so will not relieve the successful Bidder of his obligations to furnish all labor, material, and equipment necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in this bid. There is no expressed or implied agreement that the character of the materials have been correctly indicated and Bidders should consider the possibility that conditions affecting the work to be done may differ from those indicated.
- 1.03 Any estimate(s) of quantities of work or materials shown on the Plans or in the Specifications, or based on borings, test excavations, and other subsurface investigations or otherwise are in no way warranted to indicate the true quantities or distribution of quantities or character and quality of materials involved. The CONTRACTOR agrees that he will make no claims against the OWNER if the actual character, quality, quantity or quantities of such work or materials do not conform to the estimated character, quality, quantity, or quantities.
- 1.04 It is understood by the Bidder that no additional compensation shall be allowed for extra work, unless requested by the owner, and that the quantities submitted by the contractor in the Schedule of Unit Prices are for purposes of bid comparison and establishing the lump sum cost of the project. Should said quantities increase or decrease from those established by the Schedule of Unit Prices schedule, as a result of changes to the contract, Contractor agrees to accept as compensation for said item, the unit prices listed on the Schedule of Unit Prices.
- 1.05 CONTRACTOR understands that the quantities may be increased or diminished as provided in the General Conditions without, in any way, invalidating any of the unit or lump sum prices bid. OWNER reserves the right to submit Change Orders increasing or decreasing the bid quantities for any item without affecting the unit price for that item, by an amount not to exceed fifty percent (50%).

PART 2 – ADDENDA AND INTERPRETATIONS

- 2.01 No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretations should be in **WRITING** addressed to Morgan Cates, Public Services Director, Town of Howey-in-the-Hills 316 West Central Avenue, Howey-in-the-Hills, Florida 34737 e-mail: mcates@howey.org with copy to Troy Mitchell, P.E., Project Engineer, addressed Half Associates, Inc., 902 North Sinclair Avenue, Tavares, Florida 32778 email troy.mitchell@half.com. Requests must be received **at least seven working days prior to the date fixed for the opening of bids.** Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be uploaded to DemandStar for all prospective Bidders, **not later than two days prior to the date fixed for the opening of bids.** Any addenda or interpretation requested by the Bidder to be express mailed, will only be done at the

Bidder's expense. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

PART 3 – PREPARATION OF BIDS

- 3.01 Bids must be submitted on the attached Bid Form. All applicable blank spaces to the project being id in the Proposal and Bid Form must be filled in legibly and correctly in ink. The Bidder shall specify the quantity and price per unit of measure and the extended total, or the lump sum bid price if such is called for, for each scheduled item of work as well as the Total Price for the entire work under the Contract. Each bid must be submitted in a sealed opaque envelope bearing on the outside, the name of the Bidders, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the Schedule of Unit prices. Bids shall be on a lump sum basis. In addition to the lump sum amount, the Town will also consider the experience of the firms submitting bids in completing similar projects.
- 3.02 All Bidders who will perform work will submit, with their bids, proof of adequate insurance coverage and copy of current license.
- 3.03 All prospective Bidders are advised that this project is subject to the Florida Sale Tax. Bidders shall include in their bids any sales or use taxes which they are required by law to pay.
- 3.04 The Bidder shall include with his bid, a list of similar, successfully completed project which include, at a minimum, the following information: Name of Job, Brief Description of Work, Total Dollar Amount of Work, Owner's Information (including contact name, title, address and phone number), Design Engineer's Information (including contact name, title, address and phone number).

PART 4 – BID SECURITY

- 4.01 Unless otherwise specified, each bid must be accompanied by a deposit of not less than five percent of the Bidder's maximum bid price. The deposit shall consist of a certified check, cashier's check or bid bond payable to the OWNER. Bid bond much be with a surety company listed by the U.S. Treasure Department as approved for writing bonds in an amount not less than the bid bond submitted and authorized to transact business in Florida. Within ten (10) calendar days after the formal opening of bids, checks or bid bonds will be returned except those deposited by the lowest formal Bidder. The bid security of the successful Bidder will be returned to him without interest when the Contract has been approved and executed.
- 4.02 Should the successful Bidder fail or refuse to execute the bond and the Contract required within ten (10) calendar days after he has received notice of award of this bid, he shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

PART 5 – RECEIPT AND OPENING OF BIDS

- 5.01 The OWNER may waive any informalities or reject any and all bids.
- 5.02 Attention is called to the fact that Bidders not only offer to assume the obligations and liabilities imposed upon the Contract in the form of Contract, but expressly make certain of the representations and warranties made therein. No effort is made to emphasize any particular provision of the Contract, but Bidders must familiarize themselves with every provision and its effect.

- 5.03 Bids will be considered irregular and may be rejected if they show omission, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids, or other irregularities of any kind.
- 5.04 Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his bid:
- A. Submission of more than one bid for the same work by an individual, partnership, or corporation under the same or different names.
 - B. Evidence of collusion among Bidders.
 - C. Submission of an unbalanced bid in which the prices bid for some items are out of proportion to the prices bid for other items.
 - D. Lack of competency of Bidder (the Contract will be awarded only to a Bidder rated by the ENGINEER as capable of performing the work as specified, the ENGINEER may declare any Bidder ineligible at any time during the process of receiving proposals or awarding the Contract where developments arise which, in the opinion of the ENGINEER, adversely affect the Bidder's responsibility; however, the Bidder will be given an opportunity by the ENGINEER to present additional evidence before final action is taken).
 - E. Lack of responsibility as shown by past work judged from the standpoints of workmanship, progress, compliance with requirements of Contract Documents or other appropriate concern.
- 5.05 **Following the bid opening, the low bidder shall be required to submit to the Town an electronic copy of a complete Schedule of Unit Prices for the entire project, to be reviewed and approved by the Town. Failure to submit the required Schedule of Unit Prices within 48 hours shall be cause for rejection of the bid.**

PART 6 – ACCEPTANCE OF BID AND AWARD OF CONTRACT

- 6.01 The correct summation of the correct products, obtained by multiplying the quantities submitted by the Contractor on the Schedule of Unit Prices by the unit bid prices entered therein, together with lump sum prices, if any, will be considered as the Total Bid Price. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern.
- 6.02 If the lowest base bid submitted by a responsible Bidder does not exceed the amount of funds, then estimated by the OWNER as available to finance the Contract, the Contract will be awarded on the base bid only. If such bid exceeds such amount, the OWNER may reject all bids or may negotiate the Contract with the Bidder with the lowest bid so as to produce a net amount which is within the available funds.
- 6.03 An award of the Contract will not be made until the necessary investigations of the responsibility of the low Bidders has been made. Unless all bids are rejects, the Contract will be awarded to the lowest and best responsible qualified Bidder whose bid appears to be in the best interest of the OWNER. Such award will be made, or all bids rejected, within one hundred twenty (120) calendar days after the opening of bids.
- 6.04 When the Contract has been executed on the part of the OWNER, it shall be forwarded to the CONTRACTOR together with a notice from the ENGINEER to commence work. The notice to proceed will include the time for completion.
- 6.05 Contractor agrees to begin work within thirty (30) calendar days from date of written Notice to Proceed.

PART 7 – SECURITY FOR FAITHFUL PERFORMANCE AND PAYMENT

- 7.01 Simultaneously with his delivery of the executed Contract, the successful Bidder will be required to deliver to the OWNER, an executed performance and payment bond in the amount of 110% of the accepted bid as security for faithful performance of his Contract and for payment of all persons performing labor or furnishing materials in connection therewith, prepared on standard forms, and having as surety a company authorized to do business in Florida, and which is listed by the U.S. Treasury Department as approved for writing bonds in the amount not less than 110% of the Contract price.

PART 8 – LAWS AND REGULATIONS

- 8.01 The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

PART 9 – WARRANTY

- 9.01 The Contractor warrants the subject premises for a period of one year subsequent to acceptance of the improvements. The Contractor will provide the Owner with all warranties pursuant to the terms of the general conditions. In the event the Contractor must return to perform warranty work, the Contractor must thereafter provide for an extended warranty period of at least six (6) months for parts, materials, or workmanship replaced of the equivalent of a new replacement part warranty, whichever is greater. Prior to issuance of final payment, the Contractor shall submit to the owner a Maintenance Bond for one (1) year valued at 10% of the Contract total.

PART 10 – APPLICATION FOR PROGRESS PAYMENT

- 10.01 Applications for Payment shall be as outlined in the Contract Documents submitted less than five percent (5%) retainage.

PART 11 – TIME OF COMPLETION

- 11.01 The work shall be completed as outlined in the Agreement.

PART 12 – FLORIDA TRENCH SAFETY ACT

- 12.01 The Bidder's attention is directed to the enactment of the Florida Trench Safety Act which incorporates OSHA Standards 29CFR 1926.650 Subpart P, as the state's trench excavation safety standards. The Bidder shall list separately in the Proposal the cost of compliance with these standards on a lineal footage basis and the method of compliance. The Bidder shall determine if special shoring requirements are needed. Special shoring shall be identified and priced on a square footage basis in the proposal. The successful Bidder is fully responsible for the design of the trench safety system and the compliance with the applicable standards for the project.

END OF SECTION

EJCDC
SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the _____ day of _____ 20____ by and between _____ (hereinafter called Owner) and _____ (hereinafter called Contractor). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

PART 1 – WORK

1.01 Contractor shall complete all Work specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. The Work generally includes the furnishing of all labor, materials, and equipment for the construction of a new water treatment facility consisting of two (2) 1,500 gpm raw water wells, chlorine gas disinfection system, three (3) 1,000 gpm high service pumps, one (1) 600 gpm jockey high service pump, one (1) 0.6 mg ground storage tank with 3,000 gpm cascade tray aerator, one (1) pump/control/electrical building, electrical, I&C and SCADA systems and one (1) 400 KW diesel auxiliary generator.

PART 2 – ENGINEER

2.01 Engineer:

Halff Associates, Inc.
902 North Sinclair Avenue
Tavares, Florida 32778

2.02 Engineer is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

PART 3 – CONTRACT TIMES

3.01 The Work will be substantially completed and finally completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the following dates:

- A. Substantial Completion – 330 calendar days after issuance of the Notice to Proceed
- B. Final Completion – 35 calendar days after the substantial completion date for a total contract time of 365 days.

3.02 Liquidated Damages:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.01 above, plus any extensions thereof allowed in accordance with Article 12 of General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring an such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty)

Contractor shall pay Owner a sum equal to the (contract sum * 10%)/365 for each day that expires after the time specified in paragraph 3.01 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 3.01 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Thousand dollars (\$1,000) for each day that expires after the time specified in paragraph 3.01 for completion and readiness for final payment.

PART 4 – CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of the item as indicated on the Bid Form.

A. TOTAL OF ALL UNIT PRICES:

1. _____ (use words)
2. \$ _____ (dollars)

- 4.02 As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

PART 5 – PAYMENT PROCEDURES

- 5.01 Contractor shall submit Applications for Payment in accordance with Article 8 of the Supplementary General Conditions. Applications for Payment will be processed by Engineer as provided in the Supplementary General Conditions. Payment will be processed as per Florida Statute 218.735 covering timely payment for purchases of construction services.

- 5.02 Progress Payments; Retainage: Owner shall made progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the _____ day of each month during construction as provided in paragraphs A and B below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price, based on the number of units completed) or, in the event there is no schedule of value, as provided in the General Requirements.

- A. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

1. _____ % of Work completed (with the balance being retainage)
2. _____ % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored, accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

- B. Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to _____ % of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

- 5.03 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

PART 6 – INTEREST

- 6.01 All money not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

PART 7 – CONTRACTOR'S REPRESENTATIVE

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

- A. Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and other related data identified in the Bidding Documents including "technical data".
- B. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at/or contiguous to the site and all drawings of physical conditions in/or relating to existing surface or subsurface structures at/or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.2.1 of the General Conditions. Contractor accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which Contractor is entitled to rely as provided in paragraph 4.2 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at/or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at/or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- E. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies, and data with the Contract Documents.

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

PART 8 – CONTRACT DOCUMENTS

- 8.01 The Contract Documents, which comprise the entire agreement between Owner and Contractor concerning the Work, consist of the following:
- A. This Agreement (pages 1 to 5, inclusive)
 - B. Exhibits to this Agreement (pages N/A to , inclusive)
 - C. Performance, Payment, and other Bonds
 - D. Notice to Proceed
 - E. General Conditions (pages 1 to 68, inclusive)
 - F. Supplementary Conditions (pages 1 to 15, inclusive)
 - G. Specifications bearing the title Town of Howey-in-the-Hills Water Treatment Plant No. 3 and consisting of 16 divisions, as listed in the Table of Contents thereof.
 - H. Drawings consisting of sheets with each sheet bearing the following general title: Town of Howey-in-the-Hills Water Treatment Plant No. 3.
 - I. Addenda numbers to , inclusive.
 - J. Contractor's Bid (pages 00300, 1 - 8, inclusive)
 - K. Documentation submitted by Contractor prior to Notice of Award (pages to , inclusive)
 - L. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - 1. All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 or the General Conditions.
- 8.02 The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).
- 8.03 There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

PART 9 – MISCELLANEOUS

- 9.01 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Condition.
- 9.02 No assignment by a party hereto of any rights in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless

specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

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

9.05 OTHER PROVISIONS.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Owner, Contractor, Owner's Engineer, and Owner's Attorney. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, 20_____. (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

BY: _____

BY: _____

Title and Corporate Seal

Attest: _____

Attest: _____

Address for giving notices:
Town of Howey-in-the-Hills
101 North Palm Avenue
Howey-in-the-Hills, Florida 34737

Address for giving notices:
Address

END OF SECTION

SECTION 00800

SUPPLEMENTARY GENERAL CONDITIONS

1. APPLICABILITY

- 1.1 The Supplementary General Conditions are intended to be complimentary to the General Conditions. They are intended to outline additional details and further explain the General Conditions. Should a conflict or discrepancy arise between the General Conditions and the Supplementary General Conditions, the Supplementary General Conditions shall govern.

2. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

- 2.1 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

3. CONTRACTOR'S UNDERSTANDING

- 3.1 If the CONTRACTOR, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omissions in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or aboveground conditions or any other unexpected conditions requiring additional work by the CONTRACTOR, it shall be his duty to immediately inform the ENGINEER, in writing, and the ENGINEER shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the CONTRACTOR'S risk.

4. CONTRACTOR'S RESPONSIBILITY FOR THE WORK

- 4.1 Prior to the completion of the work by the CONTRACTOR and the acceptance thereof by the OWNER, the work shall remain at the risk of the CONTRACTOR and said CONTRACTOR shall be required to repair, replace, renew, and make good at his own expense all damages caused by force or violence of the elements or any cause whatsoever, provided however, that in such cases the CONTRACTOR shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the CONTRACTOR, the CONTRACTOR shall not be entitled to the extension of time mentioned in the said paragraph.
- 4.2 Anything mentioned in the specifications and not shown in the drawings, or shown in the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

5. STAKING/SURVEY REQUIREMENTS

- 5.1 The CONTRACTOR shall provide all construction staking required to construct the project.
- 5.2 All survey work for the project shall be under the direct and active supervision of a Professional Surveyor and Mapper licensed pursuant to Chapter 472, F.S.
- 5.3 AS-BUILTS
Per Paragraph 20 of these Supplemental Conditions.

6. TESTING

- 6.1 Construction testing shall be performed by an independent laboratory and shall be in accordance with the Construction Specifications included herein.

- 6.2 **The selection of the testing laboratory and the costs of the testing shall be the responsibility of the CONTRACTOR.** Any tests which fail to meet the minimum values specified shall be paid for by the CONTRACTOR. Any additional tests required by the ENGINEER, other than those specified as a minimum, shall be paid for by the OWNER.
- 6.3 The scheduling of the tests with the testing laboratory shall be the responsibility of the CONTRACTOR. Each unit of work shall be tested and approved by the ENGINEER prior to starting another unit of work. No work shall be done nor materials used without suitable supervision or inspection by the ENGINEER.

7. PRESERVATION OF PROPERTY, RESPONSIBILITY FOR DAMAGE

- 7.1 The CONTRACTOR shall preserve from damage all property along the line of work, or which is in the vicinity of or is in anyway affected by the work, the removal or destruction of which is not called for by the plans. This applies to private property, public utilities, trees, shrubs, crops, signs, monuments, fences, pipe and underground structures, public highways (except natural wear and tear of highways resulting from legitimate use thereof by the CONTRACTOR), etc., and whenever such property is damaged due to the activities of the CONTRACTOR, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the CONTRACTOR and at his own expense, or it shall be charged against any moneys due.
- 7.2 CONTRACTOR shall be responsible for maintenance of the project during construction and shall bear all risk of loss for damage to the project by any cause whatsoever during the term of construction.
- 7.3 In case of failure on the part of the CONTRACTOR to restore such property, road or street, or make good such damage or injury, the ENGINEER may, upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property, road or street as may be deemed necessary, and the cost thereof will be deducted from any moneys due or which may become due the CONTRACTOR under the contract.

8. PARTIAL PAYMENT

- 8.1 The CONTRACTOR will receive partial payments on monthly estimates based on the amount of work done and accepted by the ENGINEER. The partial payments shall be approximate only, and all partial estimates and payments shall be subject to correction in the final estimate and payment.
- 8.2 The CONTRACTOR shall prepare and submit to the ENGINEER for approval an estimate covering the total quantities under each item of work that has been completed from the start of the job up to and including the last day of the payment period, and the value of the work so completed determined in accordance with the schedule of unit prices for such items, together with supporting evidence as may be required by the OWNER and/or ENGINEER. This estimate shall also include an allowance for the cost of such materials and equipment required in the permanent work as has been delivered to the site and suitably protected but not as yet incorporated in the work. This allowance shall be a maximum of 50% of supplier's invoice.
- 8.3 **All requests for partial payment shall be submitted to the ENGINEER by the last normal work day of each month. Requests received after this date shall be deferred to the following month. Payment shall be made to the CONTRACTOR within 30 days of receipt of a complete and valid request for partial payment.**
- 8.4 The amount of such payments shall be the total value of the work done to the date of the estimate, based on the quantities and the contract unit prices, less an amount retained and less payments previously made. The amount retained shall be 10% of the amount due until final acceptance.

- 8.5 The OWNER shall require, as a condition precedent to making any payment, that the CONTRACTOR provide a Contractor's Affidavit and partial or complete Release of Lien, on forms approved by the OWNER. The Contractor's Affidavit shall state that all indebtedness incurred by the CONTRACTOR for labor, equipment, materials and services has been paid by the CONTRACTOR, and for all payments subsequent to the first payment hereunder, as evidence of such payment, CONTRACTOR may be required by OWNER to provide the OWNER with Mechanic's Lien Release or Waivers of Lien from all subcontractors, suppliers of materialmen.

9. FINAL PAYMENT

- 9.1 When final acceptance has been made by the OWNER, the ENGINEER will then review the amount of final request for payment and certify the amount of this approval. All prior estimates and payments shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under provisions of the contract, will be paid to the CONTRACTOR within 30 days after the final estimate has been approved by the ENGINEER, provided that the following requirements have been met:
- 9.1.1 The CONTRACTOR has agreed in writing to accept the balance due, as determined by the ENGINEER, as full settlement of his account under the contract, and of all claims in connection therewith.
- 9.1.2 The CONTRACTOR has furnished affidavits to the effect that all bills are paid and no suits are pending in connection with work done under the contract, and the CONTRACTOR has otherwise fully complied with the provisions of the Florida Lien Law.
- 9.1.3 All test results, etc., have been received by the ENGINEER.
- 9.1.4 Any inspections, etc., required by the local governmental entities having jurisdiction have been made.
- 9.2 The Contract will be considered complete when all work has been finished, the final inspection certified by the ENGINEER, and the project finally accepted in writing by the OWNER. The CONTRACTOR'S responsibility shall then terminate except as otherwise required and set out in these Contract Documents.

10. FAILURE TO COMPLETE WORK ON TIME

- 10.1 Time is of the essence in this Contract but it will be difficult or impossible to ascertain the exact amount of loss which the OWNER will suffer by reason of delays in the completion of the work. It is, therefore, agreed that for each calendar day that any part of the work remains uncompleted after the expiration of the time stipulated for completion of the entire work, or for a portion of the work for which a time of completion is stipulated, with such extensions of time, if any, as may have been recommended by the ENGINEER and approved by the OWNER, the amount or amounts of money stated in these Supplementary General Conditions shall be deducted as liquidated damages from any money due the CONTRACTOR, or if no money is due the CONTRACTOR, the OWNER shall have the right to recover said amount or amounts from the CONTRACTOR, from the Surety, or from both. This deduction is not a penalty but constitutes liquidated damages for the loss to the OWNER because of the increase in expenses for administration, engineering, supervision and inspection, and loss of revenue resulting from the delay.
- 10.2 The CONTRACTOR shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want of knowledge of said contingent work as an excuse for delay in this work, or for its non-performance.
- 10.3 Nothing in this Article shall be construed as limiting the right of the OWNER to annul the Contract,

to take over the work, or to claim damages for the failure of the CONTRACTOR to abide by each and every one of the terms of this Contract as set forth and provided for in the Contract Documents.

11. TIME OF COMPLETION

11.1 All work shall be completed as outlined in the Agreement.

12. LIQUIDATED DAMAGES:

12.1 The amount of liquidated damages to be assessed shall be a sum equal to the (contract sum * 10%)/365 per calendar day for failure to complete the contract as outlined in the Contract Documents.

12.2 It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning and the time for completion as specified in the Contract of the work to be done here under are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

12.3 The CONTRACTOR agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time set forth in the Proposal. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

12.4 If the CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the OWNER, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Contract not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day including Sundays and Holidays that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the work.

12.5 The said amount is fixed and agreed upon by and between the CONTRACTOR and OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount is agreed to be the amount of damages which the OWNER would sustain and said amount shall be retained from time to time by the OWNER from current periodical estimates or in the final Change Order.

12.6 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

12.6.1 To any preference, priority or allocation order duly issued by the Government.

12.6.2 To unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another contractor in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, and;

12.6.3 To any delays of Subcontractor or suppliers occasioned by any of the causes specified in

subsection (1) and (2) of this article: Provided, further, that the CONTRACTOR shall, notify the OWNER, in writing, of the causes of the delay. The OWNER shall ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter.

- 12.7 If the CONTRACTOR finds that he will be unable to complete the work under this Contract within the time period set forth in the Proposal plus any time extensions allowed due to the above causes, he may submit a formal written request to the OWNER through the ENGINEER for a time extension for causes other than those specified heretofore. Such formal request must be submitted by Friday 12:00 (noon) for any cause that has occurred within the previous seven (7) calendar days, and be accompanied by an up-to-date report of construction status, a revised, detailed construction schedule and any further documentation which the OWNER may require or which the CONTRACTOR may consider pertinent and favorable to his request. The OWNER will consider said request and will either allow or reject same, in writing within a reasonable period of time. Should a time extension be allowed, a change order will be prepared by the ENGINEER amending the terms of the Contract accordingly. If rejected, no further action will be taken and the Contract will remain unchanged.
- 12.8 In addition to such liquidated damages, the CONTRACTOR and/or his Surety shall be liable for the amount thereof, from Contract completion date until actual final completion, for all expenses for resident supervision and also for engineering supervision furnished by the OWNER and/or the ENGINEER plus 50 per cent thereof for overhead. These expenses shall be deducted by the OWNER from money due the CONTRACTOR.
- 12.9 The date upon which the assessment of liquidated damages as provided herein shall cease shall be the date of Substantial Completion which shall be as certified by the ENGINEER. For purposes of determining the amount of the expenses described above, the date of actual final completion of the Contract shall be determined by the ENGINEER and shall be the date after which no additional work on the project would be necessary to produce a project completely in accordance with the requirements of the Contract Documents and completely acceptable to the ENGINEER.

13. INSURANCE REQUIREMENTS

- 13.1 PERFORMANCE AND OTHER BONDS: (Delete in its entirety and substitute the following:

CONTRACTOR shall furnish performance and payment bonds, each in an amount equal to one-hundred (100%) percent of the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due. Except as otherwise provided by Law or Regulation or by the Contract Documents CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

- 13.4 CONTRACTOR'S LIABILITY INSURANCE (Add the following)

- 13.4.1 The limits of liability for the insurance required by Paragraph 13.4 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by laws and regulations:

- | | | |
|-------------------|---|---------------------------|
| 13.4.1 and 13.4.2 | Worker's Compensation, etc. under Paragraphs 13.4.1 and 13.4.2 of the General Conditions: | |
| | (1) State | Statutory |
| | (2) Applicable Federal | Statutory |
| | (3) Employer's Liability | \$100,000 Each Occurrence |

13.4.3, 13.4.4,
and 13.4.5

Comprehensive General Liability (under Paragraphs 5.4.3 through 5.4.5 of the General Conditions):

(1) Bodily Injury (Including completed operations and product liability): \$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate

Property Damage: \$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate
or a combined single limit of
\$2,000,000

(2) Property Damage Liability Insurance including Explosions, Collapse, and Underground coverages where applicable Combined Single Limit each occurrence & in Annual Aggregate \$1,000,000

(3) Personal Injury, with employment exclusion deleted Combined Single Limit each occurrence & Annual Aggregate \$1,000,000

Comprehensive
Automobile Liability:

Bodily Injury: \$100,000 Each Person
\$300,000 Each Occurrence

Property Damage: \$100,000 Each Occurrence or
combined single limit of
\$300,000

13.6 The Contractor shall purchase and maintain until final payment property insurance upon the work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by laws and regulations). This insurance shall include the interests of the Owner, the Contractor, Subcontractors, the Engineer, and the Engineer's consultants in the work (all of whom shall be listed as insured of additional insured parties), shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals). If not covered under the "all risk" insurance, the Contractor shall purchase and maintain similar property insurance on portions of the work that are to be included in an application for payment. The policies of insurance required to be purchased and maintained by the Contractor in accordance with this paragraph 5.6 shall comply with the requirements of paragraph 5.8 of the General Conditions.

13.7 The Contractor shall provide to the Owner within thirty (30) days after the effective date of the agreement, copies of all insurance policies entered into by the Contractor to achieve compliance with the insurance requirements of these contract documents. Should any policy expire with the contract time, or any extension thereof, the Contractor shall provide to the Owner not later than thirty (30) days prior to the expiration date of such policy, a copy of an acceptable replacement policy providing the types and limits of coverage not less than

that provided by the expiring policy.

13.8 TO BE DELETED from the General Conditions

13.9 TO BE DELETED from the General Conditions

14 COORDINATION OF UTILITY SERVICE

Representation of underground utilities is shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the CONTRACTOR. The CONTRACTOR shall contact the utility owner concerned for any available additional information and coordinate his construction activities accordingly. Any cost incurred for the protection of and/or damages to existing underground utilities will be considered as part of the applicable Contract price for stage excavation and backfill and no additional compensation will be paid to the CONTRACTOR. If, in the judgement of the ENGINEER, it is impossible to construct a given improvement in the location shown on the drawings, as a result of underground utility or utilities, either the utility owner will move the existing underground utility, or an appropriate Change Order will be executed for the moving by the CONTRACTOR.

14.8.1 Town of Howey-in-the-Hills
101 North Palm Avenue
Howey-in-the-Hills, Florida 34737

14.8.2 Duke Energy
452 East Crown Point Rd
Winter Garden, Florida 34787

14.8.3 Comcast
8130 CR 44 Leg A
Leesburg, Florida 34788

14.1.4 CenturyLink - LUMEN
33 North Main Street
Winter Garden, Florida 34787

14.1.5 TECO Peoples Gas
1724 Kurt Street
Eustis, Florida 32726

14.1.6 OpticalTel
1360 South Dixie Highway
Coral Gables, Florida 33146

14.1.7 Summit Broadband
4558 35th Street
Orlando, Florida 32811

14.1.8 Uniti Fiber
805 Executive Center Drive W.
St. Petersburg, Florida 33702

14.1.9 Lake County
320 West Main Street
Tavares, Florida 32778

14.9 Prior to initiating any construction work on this project, the CONTRACTOR shall arrange a meeting with representatives of public and private utilities to coordinate and schedule the provision of temporary utility service required during construction and the permanent installation and connection of utilities for the completed construction project.

14.10 The CONTRACTOR shall at all times conduct his operation so as to interfere as little as possible with the existing facilities. The CONTRACTOR shall develop a program in cooperation with the ENGINEER and interested utility officials which shall provide for the construction of, and putting into service the new works in the most orderly manner possible. This program shall be adhered to except as deviations therefrom are expressly permitted. All work of connecting with, cutting into, and reconstructing existing facilities shall be planned so as not to interfere with the existing facility.

14.11 The CONTRACTOR shall maintain uninterrupted service at all service connections. The manner in which this is accomplished shall be left to the discretion of the CONTRACTOR, subject to the approval of the ENGINEER.

14.12 The public and private utilities including water, gas, storm drain and sewer lines, electrical conduit, power lines, cables and appurtenant plant and facilities, are and must be kept in continuous operation, and all work hereunder must be so conducted as to avoid interference with or interruption in the operation of same, and shall be started and completed in the shortest practicable time, in order that these additional contemplated facilities may be available for use without delay. All work hereunder must be so conducted so as to avoid unreasonable interference or interruption in travel of streets, alleys, or individual access ways. In order to secure these results, the order of procedure and methods of conducting work shall at all times be subject to the approval of the ENGINEER without in any way relieving the CONTRACTOR of responsibility for same.

14.13 It is to be particularly understood that continuity of utility services, noninterference with operation or other construction, and minimum interference with normal travel, and safety of all utility plants and equipment personnel, as well as the safety and well-being of the general public, shall be given prime consideration, and that the decisions of the ENGINEER shall be followed in all matters relating thereto. The CONTRACTOR shall maintain uninterrupted service at all service connections. Should the CONTRACTOR fail to observe such requirements or to provide the necessary and proper safeguards against accidents or damage, the OWNER shall, upon the advice of the ENGINEER and without further notice, have the right to provide same or repair the damage and deduct the cost of same from the Contract, or to suspend work under this contract until such deficiencies are satisfactorily remedied, or to cancel Contract and complete same with his own forces as he may deem advisable, at the CONTRACTOR'S expense.

15 INDEMNIFICATION

15.8 CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of the use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. For ten dollars (\$10.00) acknowledged to be included and paid for in the Contract Price and other good and valuable consideration, the CONTRACTOR agrees to indemnify and hold harmless the OWNER, the ENGINEER, and their agents, and employees in accordance with the provisions of this paragraph.

15.9 In any and all claims against OWNER or ENGINEER or any of their agents or employees by any employee of CONTRACTOR, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

16 AUTHORITY AND DUTIES OF INSPECTOR

16.8 The ENGINEER shall appoint such Inspectors as are necessary to pass upon the amount, quality and character of the materials to be supplied and to supervise the execution of the work contemplated under this Contract.

- 16.9 Inspectors employed by the OWNER shall also be authorized to inspect all work done and all materials furnished. Such inspection may extend to any or all parts of the work and to the preparation, fabrication or manufacture of the materials to be used.
- 16.10 An Inspector is not authorized to revoke, alter or waive any requirements of the Specifications. He shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the ENGINEER.
- 16.11 If the CONTRACTOR refuses to suspend operations on verbal order, the Inspector shall issue a written order giving the reason for shutting down the work. After placing the order in the hands of the man in charge, the Inspector shall immediately leave the job. Work done during the absence of the Inspector shall not be accepted nor paid for.
- 16.12 The Inspector shall in no case act as foreman or perform other duties for the CONTRACTOR, nor interfere with the management of the work by the latter. Any advice which the Inspector may give the CONTRACTOR in no wise shall be construed as binding to the ENGINEER in any way, or releasing the CONTRACTOR from fulfilling all the terms of the Contract.
- 16.13 The payment of any compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor by the CONTRACTOR to any Inspector, directly or indirectly, is strictly prohibited and any such act on the part of the CONTRACTOR shall constitute a violation of this Contract.

17 SALVAGED EQUIPMENT AND MATERIALS

- 17.8 All salvaged materials and equipment are the property of the OWNER and shall be stored by the CONTRACTOR at his expense as directed by the ENGINEER except as otherwise provided in these specifications. The CONTRACTOR shall remove and clean all reusable items of materials and/or equipment removed from existing structures that are to be demolished or abandoned in the course of the work.

18 SAFETY REGULATIONS

- 18.8 In addition to the requirements of the General Conditions section of these specifications, the CONTRACTOR'S attention is specifically directed to the published regulations of the Florida Department of Commerce on the "Use of Cranes, Draglines and similar Equipment Near Power Lines", "Excavations and Trenching Operations", and "Construction and Use of Scaffolds", and similar regulations of that Department.
- 18.9 The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER and the ENGINEER.
- 18.10 The CONTRACTOR shall comply with all OSHA (Occupational Safety and Health Administration) requirements.
- 18.11 The CONTRACTOR is required to be familiar with all Federal and State safety rules and regulations. It shall be the sole responsibility of the CONTRACTOR to adhere to and enforce all such safety rules and regulations. The OWNER shall be held harmless to any citations, fines, or suits of law, that may result as a breach of safety rules and regulations by the CONTRACTOR or any and all Subcontractors of the CONTRACTOR.

19 PUBLIC SAFETY AND CONVENIENCE

The CONTRACTOR shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and

to insure the protection of persons and property, in a manner satisfactory to the ENGINEER. No road or street shall be closed to the public, except with the permission of the ENGINEER and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

20 RECORD DATA AND AS-BUILTS

- 20.8 The CONTRACTOR shall maintain during the progress of the project, accurate records of the location, length and elevation of all buildings, structures, equipment, pipe lines and piping installed. In areas where the Contractor is responsible for construction staking and as-builts, the contractor shall promptly, after completion of that portion of the work deliver to the ENGINEER or OWNER record drawings with accurate notations recorded thereon. Final Project As-Built Drawings shall be signed and sealed by a Professional Surveyor & Mapper registered in the State of Florida. The CONTRACTOR will be held responsible for accuracy of such data and shall bear any cost incurred in finding utilities as a result of incorrect data furnished on the as-built drawings supplied by the Contractor. As-Built Drawings are considered an integral part of the work. Therefore, delivery of three (3) sets of final signed and sealed As-Built Drawings, as well as a DVD containing electronic copies shall be required prior to final payment.

21 BARRICADES, WARNING AND DETOUR SIGNS

- 21.8 The CONTRACTOR shall, in accordance with the requirements of the Florida Department of Transportation's Manual on Traffic Control & Safe Practices, provide, erect and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, provide a sufficient number of flagmen and watchmen, and take all necessary precautions for the protection of the work and the safety of the public. Streets or highways closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. The CONTRACTOR shall provide and maintain acceptable warning and detour signs at all closures, intersections and along the detour routes, directing the traffic around the closed portion or portions of the work so that the temporary detour route or routes shall be indicated clearly throughout its or their entire length. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset until sunrise. Barricades shall be well built and so designed as not to be blown over by the wind.
- 21.9 Roadways, parkways and other existing work, including sodded or grassed areas, damaged by the CONTRACTOR'S operations shall be repaired at the CONTRACTOR'S expense and left in condition as good as existed before the work was commenced.

22 WORK WITHIN ROAD RIGHTS-OF-WAY

- 22.8 The CONTRACTOR shall notify the Department of Transportation (D.O.T.), City government or County government, as applicable, at least 24 hours prior to commencing work within the road right-of-way.
- 22.9 Permits for all work within the right-of-way will be obtained by the OWNER. The CONTRACTOR shall, however, verify the existence of the permit before commencing work within this area.
- 22.10 All work related to highway crossings and within highway right-of-way shall be in full compliance with the terms of the permit and in accordance with the requirements of the governing authority.
- 22.11 In event of conflict between the requirements of these Specifications and details and those of the governing authority, the requirements of said governing authority shall govern. This precedence shall be applicable only when right-of-way belonging to the State of Florida, City or County, is involved. In all other cases the more stringent requirements shall govern.
- 22.12 The costs of any and all items of work required by the governing authority, payment for which is

not specifically provided by bid items in the Proposal, shall be included in the prices of bid items to which said items of work are related, incidental, or appurtenant. No additional compensation shall be allowed therefor.

23 RIGHT TO WORK AND TERMINATION DUE TO WORK STOPPAGE

- 23.8 The Owner strongly believes in the "right to work" and expressly reserves the right to terminate the Agreement or suspend the work upon 24 hours notice upon the occurrence of any work stoppage or "picketing" of the job resulting from the action of any organized labor group. This stipulation shall be contained in any and all subcontracts entered into for any portions of the work. No additional compensation shall be allowed if so terminated or suspended.

24 DISPUTE RESOLUTION

- 24.8 The venue for the enforcement, construction or interpretation of this agreement shall be the court system of the Fifth Judicial Circuit, depending on the jurisdictional limits, and all parties do hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with this agreement, or its duties, obligations, or responsibilities or rights hereunder.
- 24.9 The prevailing party in any litigation arising out of the enforcement, construction or interpretation of this agreement shall be entitled to recover from the losing party all costs and expenses, including reasonable attorney's fees, both at the trial and at the appellate level."

25 PRECONSTRUCTION CONFERENCE

- 25.8 The ENGINEER shall set the date and time for the preconstruction conference and shall determine attendance requirements. At a minimum, representatives of the CONTRACTOR and all major SUBCONTRACTORS shall be present, along with representatives of the City and the City's Engineer.
- 25.9 At least 24 hours in advance of the preconstruction conference the CONTRACTOR shall submit the following:
- 25.9.1 A preliminary construction schedule listing beginning and ending dates or number of days for the completion of each item or work. A bar graph is preferable.
- 25.9.2 A list of phone numbers for all key personnel and project superintendents or foremen. This list shall include office, mobile, beeper and home phone numbers.
- 25.9.3 A Preliminary Pay Schedule with estimated dates and amounts of progress payments.

26 STORAGE OF PETROLEUM PRODUCTS OR HAZARDOUS SUBSTANCES

- 26.8 No fuels, oils or any type of petroleum product nor any hazardous substance shall be stored on the project or any other lands owned by the developer or OWNER.

27 SUBCONTRACTORS AND SUPPLIERS

- 27.8 Contractor shall complete and submit with his bid the list of subcontractors and suppliers attached as part of the contract documents. Owner reserves the right to approve all subcontractors at their discretion.

28 SHOP DRAWINGS AND MATERIAL SUBMITTALS

- 28.8 Contractor shall submit an electronic copy or six (6) printed copies of all shop drawings and material submittals. An electronic copy or four (4) copies shall be returned to the Contractor upon approval.

- 28.9 Review of the first submission and one resubmission of Shop Drawings will be performed by Owner and Owner's Consultants, as appropriate, at no cost to CONTRACTOR. Subsequent additional resubmissions of the Shop Drawing will be reviewed by Owner and Owner's Consultants, however Owner will document work hours and other expenses required to perform such additional review(s) and Contractor shall reimburse Owner for these costs.

29 CLEAN-UP AND COMPLETION

- 29.8 This section of the Specifications is intended to cover the furnishing of all labor, materials, equipment and/or incidentals necessary to the completion of all the requirements of the drawings, notes, schedules and these Specifications relating to clean-up.
- 29.9 Throughout the construction period, the CONTRACTOR is to maintain the project in a standard of cleanliness as described in this Section. In addition to the standards described in this Section, the CONTRACTOR will comply with all the requirements for cleaning up in various other sections of these Specifications. The CONTRACTOR will conduct daily inspections, and more if necessary, to verify that requirements of cleanliness are met. In addition to the standards described in this Section, the CONTRACTOR will comply with all pertinent requirements of governmental agencies having jurisdiction, provide all required personnel, equipment and materials needed to maintain the necessary standards of cleanliness, and use only the cleaning materials and equipment which are compatible with the surface being cleaned as recommended by the Manufacturer of the material or as approved by the Representative.
- 29.10 The CONTRACTOR will retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials. The CONTRACTOR is not to allow the accumulation of scrap, debris, waste material and other items not required for the construction of work.
- 29.11 At least twice a month, and more often if necessary, the CONTRACTOR will completely remove all scrap, debris and waste material from the job site and dispose of it off-site in accordance with all Local, State and Federal regulations. Weekly, and more often if necessary, the CONTRACTOR will inspect all arrangements of materials stored on the site, restack, tidy or otherwise service all requirements of this Section. Daily, and more often if necessary, the CONTRACTOR will inspect the site and pick up all scrap, debris and waste material and remove all such items to the place designated for their storage.
- 29.12 The CONTRACTOR is to provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology, including the Wildlife Habitat Management Plan.
- 29.13 The CONTRACTOR will maintain the site in a neat, orderly condition at all times, to the approval of the OWNER'S representative. In case of failure on the part of the CONTRACTOR to comply with all conditions of this section the OWNER may, upon 24 hour notice, proceed to clean the site as may be deemed necessary by the OWNER. All costs encountered by the OWNER, including dump fees, shall be deducted from the next payment due the CONTRACTOR, which payment shall include a 15% management fee applied to all OWNER expenses.

30 WARRANTY

- 30.8 The CONTRACTOR warrants the subject premises for a period of one year subsequent to acceptance of the improvements. The CONTRACTOR will provide the OWNER with all warranties pursuant to the terms of the General Conditions. In the event that the CONTRACTOR must return to perform warranty work, the CONTRACTOR must thereafter provide for an extended warranty period of at least six (6) months for parts, materials or workmanship replaced or the equivalent of a new replacement part warranty, whichever is greater.

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2025

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

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

PRODUCER

Marsh McLennan Agency, LLC - Bouchard Region
101 North Starcrest Drive
Clearwater, FL 33765

CONTACT

NAME:

PHONE

[A/C, No. Extn.] (727) 447-6481

FAX

[A/C, No:]

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: American Zurich Insurance Company

40142

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Franknum 6, Inc. Alt. Emp: RCM Utilities, LLC
100 South Missouri Avenue
Clearwater, FL 33756

COVERAGES

CERTIFICATE NUMBER: 25FL0801266863

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 47-58-512-14	08/01/2025	06/01/2026	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	07/18/2025	06/01/2026	Client# 62583-FL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
RCM Utilities, LLC
1451 Pina Grove Rd
Fusliis, FL 32726

CERTIFICATE HOLDER

Town of Howey-in-the-Hills
101 North Palm Avenue
Howey-in-the-Hills, FL 34737

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/11/2025

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 1300 Citizens Blvd, Suite 100 Lakewood FL 34748	CONTACT NAME: Alexandria Altamirano PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: Alexandria.Altamirano@bbrown.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: BITCO General Insurance Corporation INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED RCM Utilities, LLC 1451 Pine Grove Rd Eustis FL 32726	NAIC # 20095

COVERAGES

CERTIFICATE NUMBER: 25-20

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 I/TR	TYPE OF INSURANCE	ANGL INSU	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CLP3753375	01/15/2025	01/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP3753376	01/15/2025	01/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3753377	01/15/2025	01/15/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYE \$ E.L. DISEASE - POLICY LIMIT \$
A	Rented/Leased Equipment			CLP3753375	01/15/2025	01/15/2026	Limit \$150,000 Deductible \$1,000

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

CERTIFICATE HOLDER

Town of Howay-in-the-Hills 101 North Palm Avenue Howay-in-the-Hills FL 34737	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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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

CREECH, CHRISTOPHER RYAN

RCM UTILITIES, LLC
1451 PINE GROVE ROAD
EUSTIS FL 32726

LICENSE NUMBER: CUC1225240

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 08/12/2024

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

STRAUB, MICHAEL JOHN

RCM UTILITIES, LLC
100 WEST MILLS AVE
EUSTIS FL 32726

LICENSE NUMBER: CGC061548

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 08/26/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SELLERS, NICHOLAS GEORGE

RCM UTILITIES, LLC
100 W MILLS AVENUE
EUSTIS FL 32726

LICENSE NUMBER: CFC1431823

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 07/16/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

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



LAKE, JOHN A

RCM UTILITIES, LLC

1451 PINE GROVE ROAD

EUSTIS

FL 32726

LICENSE NUMBER: EC13014150

EXPIRATION DATE: AUGUST 31, 2026

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