



TOWN OF HOWEY-IN-THE-HILLS

**RFB: #2025-003
June 26, 2025 2pm**

LIFT STATION #1 BYPASS PUMP PROJECT

**Contact: Todd Lealy
Chief Estimator
tlealy@rcmutilities.com**



RCM Utilities, LLC
1451 Pine Grove Rd.
Eustis, FL 32726

June 26th 2025

Letter of Transmittal:

RCM Utilities, LLC is delighted to submit a qualified bid for the upgrades to sanitary lift stations #1 and #2. RCM is a water, wastewater and electrical specialty contractor, founded in 2018 as a Florida registered limited liability corporation and headquartered in Eustis, FL. Our fast-paced growth to over 100 employees today is a testament to our commitment to delivering quality utility projects at tremendous value.

We made site visits with Town of Howey staff to both locations and have a full understanding of the scope of supply for these projects. We currently rehabilitate and construct over 100 sanitary lift station annually and see absolutely no restraints keeping us from executing these two projects in a timely manner.

We look forward to the opportunity of partnering in this endeavor.

Todd Lealy

Chief Estimator

352-561-2990 / TLealy@RCMutilities.com

Christopher R. Creech

President / RCM Utilities, LLC



B. LETTER OF TRANSMITTAL – page 2

1. RCM Utilities, LLC – Limited Liability Company - S Corporation
2. Incorporated in the State of Florida
3. Headquarters is located at 1451 Pine Grove Road Eustis, FL 32726
4. Christopher Creech – President – chris@rcmutilities.com
Francis A. Bates III – Vice President – allen@rcmutilities.com
Melissa Moss – Controller – melissa@rcmutilities.com
Todd Lealy – Chief Estimator – tlealy@rcmutilities.com
5. RCM Utilities hereby certifies that we will furnish the goods and services specified in the bid package at the prices quoted in the bid. Furthermore, RCM Utilities agrees that all pricing and terms contained within the bid shall remain firm and valid for a period of sixty days firm the date the bid package is submitted.

C. ELIGIBILITY

1. Attached – Proof of legal entity and authorization to do business within the State of Florida
2. Attached - References
3. Attached – Financial and stability of RCM Utilities
4. RCM Utilities certifies that there are no known or potential conflicts of interest that would interfere with or compromise the ability to conduct business with the Town.



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

Detail by Entity Name

Florida Limited Liability Company

RCM UTILITIES, LLC

Filing Information

Document Number	L18000014931
FEI/EIN Number	82-4160762
Date Filed	01/17/2018
Effective Date	01/16/2018
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	03/01/2019
Event Effective Date	NONE

Principal Address

1451 Pine Grove Road
Eustis, FL 32726

Changed: 01/19/2024

Mailing Address

1451 Pine Grove Road
Eustis, FL 32726

Changed: 01/19/2024

Registered Agent Name & Address

CREECH, CHRISTOPHER R
1451 Pine Grove Road
Eustis, FL 32726

Address Changed: 01/19/2024

Authorized Person(s) Detail

Name & Address

Title Manager / President

Creech, Christopher R
1451 Pine Grove Road
EUSTIS, FL 32726

Title Secretary / Controller

Moss, Melissa M
1451 Pine Grove Road
EUSTIS, FL 32726

Title VP

Bates, Francis Allen, III
1451 Pine Grove Road
Eustis, FL 32726

Annual Reports

Report Year	Filed Date
2024	01/19/2024
2024	06/14/2024
2025	01/27/2025

Document Images

01/27/2025 -- ANNUAL REPORT	View image in PDF format
06/14/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
01/19/2024 -- ANNUAL REPORT	View image in PDF format
02/07/2023 -- ANNUAL REPORT	View image in PDF format
03/16/2022 -- ANNUAL REPORT	View image in PDF format
01/13/2021 -- ANNUAL REPORT	View image in PDF format
01/14/2020 -- ANNUAL REPORT	View image in PDF format
03/01/2019 -- LC Amendment	View image in PDF format
02/04/2019 -- ANNUAL REPORT	View image in PDF format
01/17/2018 -- Florida Limited Liability	View image in PDF format



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

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

ISSUED: 08/12/2024

Do not alter this document in any form.

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





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

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/26/2024

Do not alter this document in any form.

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





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

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

ISSUED: 07/16/2024

Do not alter this document in any form.

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





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

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

ISSUED: 08/29/2024

Do not alter this document in any form.

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





Projects References

***City of Lake Wales**

201 West Central Avenue
Lake Wales, FL 33853
863-678-4182

Contact:

Randall Britt – rbritt@lakewalesfl.gov

***Dunes Community Development District**

101 Jungle Hut Road
Palm Coast, FL 32137
386-455-9045

Contact:

David Ponitz – dponitz@dunescdd.org

***City of Williston**

50 NW Main Street
Williston, FL 32696
352-528-3060 EXT. 126

Contact:

Donald Barber – -donald.barber@willistonfl.org



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990

FINANCIAL RESPONSIBILITY

Banking:

Citizens First Bank
2601 W Torch Lake Drive
The Villages, FL 32163
352-751-2138
Jason Pittman – Jason.Pittman@mycitizensfirst.com

Bonding Company:

Florida Surety Bonds, Inc.
620 N. Wymore Road Suite 200
Maitland, FL 32751
407-786-7766
Sarah O'Linn - sarah@floridasuretybonds.com

Please see attached Bonding letter



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

June 5th, 2025

RE: RCM Utilities, LLC Bonding Letter

To Whom It May Concern,

It is a privilege to be the surety agents for RCM Utilities, LLC. Bonds are currently written through The Gray Insurance Company which is A.M. Best Rated "A-, VIII" and has a U.S. Treasury Listing of \$21,807,000.00.

RCM Utilities, LLC is an outstanding contractor and we hold them in the highest regard. We are extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

We usually anticipate no difficulties in providing surety bonds for RCM Utilities, LLC in the \$7,000,000 single, \$40,000,000 aggregate range. These limits are merely guidelines and can be extended subject to underwriting which includes surety review of the contract terms, pertinent bond forms and general financial reporting at the time of said request.

This letter is not an assumption of liability or a commitment to provide any bonds unless all underwriting requirements including contract, bond form and financing review are met prior to issuing any bonds. Neither our agency, nor the surety is liable for any damages relating to this letter or project.

Should you have any questions, please do not hesitate to contact me. My email is sarah@floridasuretybonds.com and my direct line is 407-755-6353.

Best regards,

Sarah K. O'Linn

Vice President, Florida Surety Bonds



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 30662740
Estimate Date 6/25/2025

Billing Address

Town of Howey in the Hills
PO Box 128 - 101 N Palm Avenue
Howey in the Hills, FL 34737 USA

Job Address

Lift Station #1
1000 South Palm Ave
Howey-in-the-Hills, FL 34737 United States

Description of work

The work will include the installation of a permanent emergency backup pump, concrete slab and an automatic transfer switch.

This project will consist of installing (1) Godwin Permanent standby diesel bypass pump with concrete base slab, 4" HDPE suction and 4" DI / PVC discharge piping. First Diesel fill up (1) day startup and training XYLEM / GODWIN 294 GPM @ 87' TDH Dri-Prime CD140M Critically Silenced * Sound Attenuated Enclosure * 4" 150# Flange Suction & Discharge * John Deer 4045H280-T3 Diesel Engine * Includes Prime Guard and Auto Throttle * Skid-mounted, Emergency Standby* Base Options * UL Double Wall Tank * Engine/Motor Options * Electrical - 1750 Watt AC/DC Inverter * Battery Charger - 12 Volt Trickle * Double Gang (2) GFCI Duplex Receptacles Suction piping to be high density polyethylene, cored into the wet well with stainless steel supports. Discharge piping to be ductile iron above grade, PVC below grade, wet tapped into the onsite force main. Site restoration to include backfilling and compacting only.

Sub-Total	\$146,526.00
Tax	\$0.00
Total Due	\$146,526.00
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

****ESTIMATE IS VALID FOR 60 DAYS****

****ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.****

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.

5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.

6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.

7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.

8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.

9. Assignment; Subcontractors. This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.

10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.

11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.

12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.

13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____