



**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA  
CONSTRUCTION AGREEMENT**

This Contract, entered into this 8<sup>th</sup> day of June, 2021, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and U.S. Water Services Corporation, hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

**HILL-N-DALE WATER MAIN REPLACEMENT**

**ITB NO. 21-C00027/DK**

**HILL-N-DALE, FLORIDA**

**ARTICLE 1 – CONTRACT DOCUMENTS**

- 1.01** The Vendor/Contractor shall furnish all labor, equipment and materials and perform the work above described for the amount stated above in strict accordance with the General Conditions, Special Conditions, Supplementary Conditions, Exhibits, Plans, Specifications, and other Contract Documents, all of which are made a part hereof and designated as follows:

- 1.01.1** The Contract Documents for Bid No. 21-C00027/DK consist of the following:

**Solicitation-Offer-Award**  
(Cover Page)

**Advertisement of Bid**  
(Section I)

**Solicitation Instructions**  
(Section II)

**General Conditions**  
(Section III)

**Special Conditions**  
(Section IV)

**Supplementary Conditions for  
Federal/State Requirements**  
(Section V) – NA

**Scope and Specifications**  
(Section VI)

**Bid Form**  
(Section VII)

**Required Forms and Certifications**  
(Section VIII)

**Construction Agreement and Required  
Documents After Award**  
(Section IX)

**Reference Documents**  
(Section X)

Exhibit A – General Requirements  
and Technical Specifications  
Exhibit B – Water Main  
Plans/Drawings  
Exhibit C – Fire Hydrant  
Plans/Drawings  
Exhibit D – Soils Exhibit

All addenda issued by the County prior to the receipt of Bids and all supplementary drawings issued after award of the Contract become part of the Contract Document.

Amending and Supplementing Contract Documents:

The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by Change Order.



The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one (1) or more of the following ways:

1. A Field Order;
2. Engineer's approval of a shop drawing or sample; or
3. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Agreement, Specifications, Drawings, Solicitation Instructions. Within the specifications the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.

All provisions required by law to be inserted in this Contract, whether actually inserted or not.

Exhibits to this Agreement (as follows):

1. Vendor/Contractor's Bid
  2. Documentation submitted by Vendor/Contractor after the Notice of Award:
    - a. Insurance Certificate
    - b. Payment and Performance Bond
- 1.02 The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
1. Notice to Proceed
  2. Change Order(s)
- 1.03 The documents listed in the Article are attached to this Agreement (except as expressly noted otherwise).
- 1.04 There are no Contract Documents other than those listed in this Article
- 1.05 The Contract Documents may only be amended, modified, or supplemented as stated in Paragraph 55.

## ARTICLE 2 - THE ENGINEER

- 2.01 Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean **AECOM**, for the plans and specifications. **Charles Allen Turner, Hernando County Utilities Department, Or Brad Smith, Hernando County Utilities Department** will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents.



## ARTICLE 3 – CONTRACT TIMES

### 3.01 Time of the Essence:

**3.01.1** All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### 3.02 Days to Achieve Substantial Completion and Final Payment:

**3.02.1** Vendor/Contractor Agrees that the work will be substantially complete within **two hundred and fifty (250)** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within **three hundred and ten (310)** calendar days after the date indicated on the Notice to Proceed.

### 3.03 Liquidated Damages:

Vendor/Contractor and Owner agree for each consecutive calendar day that the work remains incomplete after the Contract date established for Substantial Completion and/or Final Completion, the County will retain from the compensation otherwise to be paid to the Vendor/Contractor the sum of **Five Hundred dollars (\$500.00)**. This amount is the minimum measure of damages the County will sustain by failure of the Vendor/Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified.

## ARTICLE 4 – CONTRACT PRICE

**4.01** Owner shall pay Vendor/Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the Paragraphs below:

**4.01.1** For all work other than Unit Price Work, a Lump Sum of:

Seven Hundred Seventy-Seven Thousand, Nine Hundred Forty and 00/100	(words)	(\$777,940.00) (figure)
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All specific cash allowances are included in the above price and have been computed in accordance with Paragraph 56.2.2.

**4.01.2** For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this Paragraph:

As provided in Paragraph 56.3, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner Designated Representative as provided in Paragraph 56.3. Unit prices have been computed as provided in Paragraph 56.3.

### UNIT PRICE WORK

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Mobilization / Demobilization	LS	1	\$ 36,000.00	\$ 36,000.00
2	2-inch PET Water Main By Open Cut	LF	705	\$ 15.00	\$ 10,575.00
3	4-inch PVC Water Main By Open Cut	LF	4130	\$ 21.00	\$ 86,730.00



ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
4	6-inch PVC Water Main By Open Cut	LF	4620	\$ 27.00	\$ 124,740.00
5	6-inch DIP Plug	EA	1	\$ 214.00	\$ 214.00
6	6-inch DIP 90 Degree Bend	EA	5	\$ 444.00	\$ 2,220.00
7	6-inch DIP 45 Degree Bend	EA	51	\$ 426.00	\$ 21,726.00
8	6-inch DIP 22.5 Degree Bend	EA	2	\$ 418.00	\$ 836.00
9	6-inch x 6-inch DIP Tee	EA	3	\$ 477.00	\$ 1,431.00
10	6-inch x 4-inch DIP Tee	EA	8	\$ 638.00	\$ 5,104.00
11	4-inch DIP Cap	EA	1	\$ 184.00	\$ 184.00
12	4-inch DIP 90 Degree Bend	EA	8	\$ 246.00	\$ 1,968.00
13	4-inch DIP 45 Degree Bend	EA	10	\$ 488.00	\$ 4,880.00
14	4-inch x 4-inch DIP Tee	EA	1	\$ 488.00	\$ 488.00
15	3-Inch Casing by Horizontal Directional Drill	LF	130	\$ 23.00	\$ 2,990.00
16	4-Inch Water Main by Horizontal Directional Drill	LF	510	\$ 31.00	\$ 15,810.00
17	6-Inch Water Main by Horizontal Directional Drill	LF	615	\$ 43.00	\$ 26,445.00
18	2-inch Gate Valve	EA	1	\$ 609.00	\$ 609.00
19	4-inch Gate Valve	EA	9	\$ 1,114.00	\$ 10,026.00
20	6-inch Gate Valve	EA	10	\$ 1,390.00	\$ 13,900.00
21	6-inch x 2-inch Tapping Saddle	EA	3	\$ 163.00	\$ 489.00
22	Single Short Side Water Service in ROW	EA	13	\$ 820.00	\$ 10,660.00
23	Dual Short Side Water Service in ROW	EA	41	\$ 910.00	\$ 37,310.00
24	Single Long Side Water Service in ROW	EA	15	\$ 1,100.00	\$ 16,500.00
25	Dual Long Side Water Service in ROW	EA	32	\$ 1,200.00	\$ 38,400.00
26	Typical Water Service Reconnection on Private Property	EA	144	\$ 749.00	\$ 107,856.00
27	Water Service Reconnections on Private Property North of Tomlinson	EA	2	\$ 4,560.00	\$ 9,120.00



ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
28	Interconnection A	LS	1	\$ 5,408.00	\$ 5,408.00
29	Interconnection B	LS	1	\$ 11,503.00	\$ 11,503.00
30	Unimproved Driveway Restoration	SY	100	\$ 49.00	\$ 4,900.00
31	Asphalt Driveway Restoration	SY	100	\$ 44.00	\$ 4,400.00
32	Concrete Driveway Restoration	SY	750	\$ 144.00	\$ 108,000.00
33	Road Restoration (Cammie & Roper)	LS	1	\$ 6,325.00	\$ 6,325.00
34	Sidewalk Replacement	SY	10	\$ 127.00	\$ 1,270.00
35	Abandon Existing Water Main	LS	1	\$ 4,523.00	\$ 4,523.00
36	Fire Hydrant Assembly	EA	6	\$ 7,400.00	\$ 44,400.00
					<b>\$ 777,940.00</b>

ESTIMATED TOTAL OF ALL UNIT PRICE WORK	\$	Seven Hundred Seventy- Seven Thousand, Nine Hundred Forty and 00/100	<u>\$777,940.00</u>
		(use words)	(figure)

## ARTICLE 5 – PAYMENT PROCEDURES

### 5.01 Submittal and Processing of Payments:

5.01.1 Vendor/Contractor shall submit Applications for Payment in accordance with Paragraph 59.2.1. Applications for Payment will be processed by Owner Designated Representative as provided in the Contract Documents.

### 5.02 Progress Payments; Retainage:

5.02.1 Owner shall make progress payments on account of the Contract Price on the basis of Vendor/Contractor's Applications for Payment not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version), during performance of the work as provided in Paragraphs below. All such payments will be measured by the Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

5.02.1.1 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 Owner Designated Representative may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:



**5.02.1.1.1** Ninety-five percent (95%) of work completed (with the balance being retainage); and

**5.02.1.1.2** Ninety-five percent (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).

**5.03** Final Payment:

**5.03.1** Upon receipt of the final Application for Payment accompanied by Owner Designated Representative's recommendation of payment in accordance with Paragraph 59.7.1, Owner shall pay Vendor/Contractor the remainder of the Contract Price as recommended by Owner Designated Representative, less any sum Owner is entitled to set off against Owner Designated Representative's recommendation, including but not limited to liquidated damages.

**5.03.2** Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Vendor/Contractor when the work has been completed, the Contract fully performed, NPDES – FDEP Notice of Termination (NOT) has been delivered to the Owner Designated Representative and a final Certificate for Payment has been issued by the Owner Designated Representative.

**ARTICLE 6 – INTEREST**

**6.01** All moneys not paid when due shall bear interest at the maximum legal rate.

**ARTICLE 7 – VENDOR/CONTRACTOR'S REPRESENTATIONS**

**7.01** In order to induce Owner to enter into this Agreement Vendor/Contractor makes the following representations:

**7.01.1** Vendor/Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.

**7.01.2** Vendor/Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.

**7.01.3** Vendor/Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.

**7.01.4** Vendor/Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

**7.01.5** Vendor/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.

**7.01.6** Vendor/Contractor has correlated the information known to Vendor/Contractor, 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.

**7.01.7** Vendor/Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor/Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Vendor/Contractor.

**7.01.8** The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.



## ARTICLE 8 – MISCELLANEOUS

### 8.01 Terms:

8.01.1 Terms used in this Agreement will have the meanings stated in the Contract Documents.

### 8.02 Assignment of Contract:

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

### 8.03 Severability:

8.03.1 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 Vendor/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.

8.04 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one (1) and the same instrument.

## ARTICLE 9 – CONTRACT PAYMENT

9.01 The County agrees to pay the Vendor/Contractor for the faithful performance under this Contract for the agreed amount of Seven Hundred Seventy-Seven Thousand, Nine Hundred Forty and 00/100 Dollars (\$777,940.00) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.



OWNER:  
HERNANDO COUNTY BOARD OF COUNTY  
COMMISSIONERS

By: JOHN ALLOCCO

Title: CHAIRMAN

[CORPORATE SEAL]

*Susan Buess, Deputy Clerk*

Attest: Douglas A. Chorvat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.,

Brooksville, FL 34604

VENDOR/CONTRACTOR

U.S. Water Services Corporation

By: Gary Deremer

Title: President

[CORPORATE SEAL]

Attest: Edward Mitchell

Title: VP/ Secretary

Address for giving notices:

4939 Cross Bayou Blvd.,

New Port Richey FL 34652

Agent for service of process:

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





## CORPORATE RESOLUTION TO CONTRACT

**RE:** ITB NO. 21-C00027/DK, HILL-N-DALE WATER MAIN REPLACEMENT, HILL-N-DALE, FLORIDA

I, Edward Mitchell the undersigned Corporate Secretary of *U.S. Water Services Corporation* (the "Corporation"), HEREBY CERTIFY that the Corporation is organized and existing under and by virtue of the laws of the State of Florida as a corporation for profit, with its principal office at *4939 Cross Bayou Blvd., New Port Richey, FL 34652*, and is duly authorized to transact business in the State of Florida.

**I FURTHER CERTIFY** that a meeting of the Directors of the Corporation, duly called and held on this 7th day of May, 2021 at which a quorum was present and voting, or by other duly authorized corporate action in lieu of a meeting, the following resolutions were adopted:

**BE IT RESOLVED**, that any one (1) of the following named officers, employees, or agents of this Corporation:

<u>Name</u>	<u>Position</u>
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<u>Gary Deremer, President</u>	
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<u>Edward Mitchell, VP/ Secretary</u>	
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A handwritten signature in blue ink, appearing to read "Edward Mitchell", is written over a horizontal line. Below this line is another horizontal line.

Acting for and on behalf of the Corporation and as its act and deed be, and he or she hereby is, authorized and empowered:

**EXECUTE CONTRACTS AND NEGOTIATION DOCUMENTS** To execute and deliver to Owner the forms of Contract Agreement, extensions or Modifications, and which shall evidence the conditions under and pursuant to which scopes of work are given; and also to execute and deliver to Owner any other written instruments, of any kind of nature, which he or she may in his or her discretion deem reasonably necessary or proper in connection with or pertaining to entering into Contract Agreements.

**I FURTHER CERTIFY** that the officer, employee, or agent named above is duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupies the position set opposite the name; that the foregoing Resolutions now stand of record on the books of the Corporation; and that the Resolutions are in full force and effect and have not been modified or revoked in any manner whatsoever.





**RE:** ITB NO. 21-C00027/DK, HILL-N-DALE WATER MAIN REPLACEMENT, HILL-N-DALE, FLORIDA

Certified To and Attested by:

Attest:



**IN TESTIMONY WHEREOF,**

I have hereunto set my hand on this 7th day of May, 2021 and attest that the signatures set opposite the names listed above are their genuine signatures.

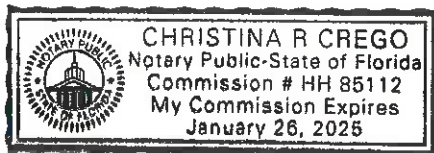
The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 7th day of May, 2021 by Edward Mitchell

Signature of Notary

State of: FLORIDA

Christina R. Crego  
(Typed, Printed, or stamped Name of Notary)

County of: PASCO



Personally Known X  
OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



## SOLICITATION - OFFER - AWARD

SOLICITATION NO: <b>21-C00027/DK</b>	SOLICITATION TITLE: <b>HILL-N-DALE WATER MAIN REPLACEMENT</b>	DATE ISSUED: <b>FEBRUARY 24, 2021</b>	CONTRACT NO: <b>21-C00027/DK</b>
ISSUED BY: <b>BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA John Allocco, Chairman Steve Champion, Vice Chairman Jeff Holcomb, Second Vice Chairman Wayne Dukes Elizabeth Narverud</b>		SUBMIT BID OFFER TO: <b>HERNANDO COUNTY PURCHASING AND CONTRACTS 15470 FLIGHT PATH DR. BROOKSVILLE, FL 34604 James S. Wunderle Purchasing and Contracts Manager Chief Procurement Officer</b>	

### SOLICITATION

SEALED OFFERS, IN TWO (2) ORIGINALS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS, 15470 FLIGHT PATH DR., BROOKSVILLE, FL 34604, **UNTIL 3:00 P.M., LOCAL TIME ON APRIL 7, 2021.** NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT **3:00 P.M. ON APRIL 7, 2021.** PURSUANT TO FS 119.071 (current version), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the HILL-N-DALE WATER MAIN REPLACEMENT, as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida.  (SEE ATTACHED SPECIFICATIONS)	X	XXXXX	XXXXXXXXXX	\$ <u>777,940.00</u>

### OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN **ONE HUNDRED TWENTY (120) DAYS** FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.

DISCOUNT FOR PROMPT PAYMENT: _____% 10 CALENDAR DAYS _____% 20 CALENDAR DAYS _____% _____ CALENDAR DAYS	
BIDDER'S INFORMATION <b>U.S. Water Services Corporation</b> <small>Company Name</small> <b>4939 Cross Bayou Blvd.,</b> <small>Address</small> <b>New Port Richey FL 34652</b> <small>City State Zip Code</small> <b>727 848 8292 727 849 8860 ccrego@uswatercorp.net</b> <small>Phone Number Fax Number Email Address</small>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <small>BIDDER'S SIGNATURE</small>    <small>OFFER DATE</small>  <div style="text-align: right;">4/7/2021</div> </div>

### AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY ACCEPTED AS TO ITEM(S) NO: SUBMIT INVOICES TO: <div style="text-align: center; margin-top: 10px;"> <b>Hernando County UTILITIES DEPARTMENT 15365 CORTEZ BLVD. BROOKSVILLE, FLORIDA 34613</b> </div>	LR NO.: AMOUNT: ACCOUNTING CODE: NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY: <div style="text-align: center; margin-top: 10px;">   <small>SIGNATURE</small>  <div style="text-align: right;"> <small>AWARD DATE:</small>  <u>June 8, 2021</u> </div> </div>
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**SECTION VII - BID FORM****BID FORM****FOR****ITB NO. 21-C00027/DK – HILL-N-DALE WATER MAIN REPLACEMENT**

The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this Solicitation for the amounts specified in this Bid Form, inclusive of overhead, profit and any other costs.

Vendor/Contractor is to understand that the total Bid price is based on the estimated quantities indicated as follows and will control in awarding the Contract as provided in the Solicitation Instructions. It is further understood that the quantities stated in the Bid Form for various items are estimated only and may be increased or decreased as provided in the Contract.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Mobilization / Demobilization	LS	1	<del>\$36,000.00</del>	<del>\$36,000.00</del> <i>OK</i>
2	2-Inch PET Water Main By Open Cut	LF	705	\$15.00	\$10,575.00
3	4-inch PVC Water Main By Open Cut	LF	4130	\$21.00	\$86,730.00
4	6-inch PVC Water Main By Open Cut	LF	4620	\$27.00	\$124,740.00
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19	4-inch Gate Valve	EA	9	\$1,114.00	\$10,026.00
20	6-inch Gate Valve	EA	10	<del>\$1,390.00</del>	<del>\$13,900.00</del>

U.S. Water Services Corporation

Company Name

 Authorized Signature  
 Gary Deremer, President

**This document must be completed and returned with your Submittal**




**SECTION VII - BID FORM (CONTINUED)****BID FORM****FOR****ITB NO. 21-C00027/DK – HILL-N-DALE WATER MAIN REPLACEMENT**

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
21	6-inch x 2-inch Tapping Saddle	EA	3	\$163.00	\$489.00
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31	Asphalt Driveway Restoration	SY	100	\$44.00	\$4,400.00
32	Concrete Driveway Restoration	SY	750	\$144.00	\$108,000.00
33	Road Restoration (Cammie & Roper)	LS	1	\$6,325.00	\$6,325.00
34	Sidewalk Replacement	SY	10	\$127.00	\$1,270.00
35	Abandon Existing Water Main	LS	1	\$4,523.00	\$4,523.00
36	Fire Hydrant Assembly	EA	6	\$7,400.00	\$44,400.00

TOTAL BASE BID: \$773,940.00TOTAL BASE BID (in words): seven hundred seventy-seven thousand nine hundred forty DOLLARS

U.S. Water Services Corporation

Company Name

Authorized Signature  
Gary Deremer, President

This document must be completed and returned with your Submittal.





**SECTION VII - BID FORM Continued****BID SUBMISSION****FOR****ITB NO. 21-C00027/DK – HILL-N-DALE WATER MAIN REPLACEMENT**

The Board of County Commissioners  
Hernando County, Florida

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the Agreement Form, General Conditions, Special Conditions, Supplementary Conditions for Federal/State Requirements, Plans and Specifications and other Contract Documents, with the Bond Requirements herein, proposed to furnish all labor, materials, equipment and other necessary items, facilities and services for the proper execution and completion of the:

**HILL-N-DALE WATER MAIN REPLACEMENT**

in full accordance with the drawings and specifications prepared in accordance with your Advertisement for Bids, Instruction to Bidders, Agreement and all other documents related thereto on file in the Office of the Hernando County Purchasing and Contracts Department and if awarded the Contract, to complete said work within the time limits specified for their Bid price.

U.S. Water Services Corporation

COMPANY NAME

4939 Cross Bayou Blvd.,

MAILING ADDRESS

New Port Richey FL 34652

CITY, STATE AND ZIP CODE

AUTHORIZED SIGNATURE

Christina Crego

CONTACT PERSON (Name)

Administrator

(Title)

Gary Deremer, President

NAME (Print)

352 8292 / 727 849 8860 / ccrego@uswatercorp.net

TELEPHONE NO. - FAX NO. - EMAIL ADDRESS



Inquiries regarding this Invitation for Bid may be directed to Diane Kafrissen, Purchasing Agent II, at telephone number 352-754-4020 or email [purchasing@hernandocounty.us](mailto:purchasing@hernandocounty.us) with a copy to [DKafrissen@hernandocounty.us](mailto:DKafrissen@hernandocounty.us).

**IMPORTANT NOTE:** When completing your Bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's Bid document(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your Bid being declared non-responsive as these changes will be considered a counteroffer to the County's Bid.

**This document must be completed and returned with your Submittal.**



PROPOSAL TWO (2)

If the foregoing Proposal shall be accepted by Hernando County, Florida, and the undersigned shall fail to execute a satisfactory Contract as stated in the Advertisement herein attached, then the County may, at its option, determine that the undersigned has abandoned the Contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to and become the property of Hernando County, Florida, and the full amount of said check shall be retained by the County, or if the Proposal Bond be given, the full amount of such bond shall be paid to the County as stipulated for liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

Attached hereto is a bond or certified check on \_\_\_\_\_ Bank,  
for the sum of: Five-Percent of Bid Total (\$ 5% of Bid Total ).

The full names and residences of all persons and parties interested in the foregoing Bid are as follows:

(If Corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name, but also the name of any person with whom Bidder has any type of Agreement whereby such person's improvements, enrichment, employment of possible benefit, whether Sub-Contractor, materialman, agent, supplier, or employer, is contingent upon the award of the Contract to the Bidder).

## NAMES:

Gary Deremer, President  
Ralph Amriott, Vice President  
Edward Mitchell, VP/ Secretary

Signature of Bidder

Gary Deremer, President

## ADDRESSES:

8625 Seapointe Court, New Port Richey, FL 34668  
19104 Harborbridge Ln., Lutz, FL 33558  
2337 Highland Woods Dr., Dunedin, FL 34698

(The Bidder must indicate whether a Corporation, Partnership, Company or Individual)





# **SECTION VIII REQUIRED FORMS AND CERTIFICATIONS WITH BID SUBMISSION**

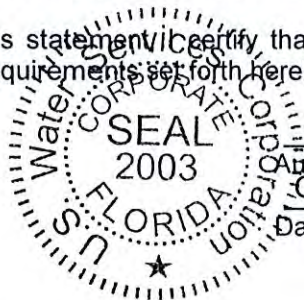


## SECTION VIII ATTACHMENT 2

### DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087 (current version), hereby certify that,  
(print or type name of firm) U.S. Water Services Corporation

- 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 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, 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 that the above named business, firm or corporation complies fully with the requirements set forth herein".



Authorized Signature  
Gary Deremer, President 4/7/2021  
Date Signed

State of: FLORIDA

County of: PASCO

Sworn to and subscribed before me this 7th day of April, 20 21

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

Christina R. Crego  
Signature of Notary

My Commission Expires: January 26, 2025



**This document should be completed and returned with your Submittal.**



**SECTION VIII**  
**ATTACHMENT 3**

**AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF HERNANDO**  
**COUNTY EMPLOYEES**

Certification that Vendor/Contractor affirms that the Bid/Proposal presented to the owner is made freely, and without any secret Agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

U.S. Water Services Corporation / Gary Deremer, President \* being first duly sworn, deposes and says that he (it) is the Vendor/Contractor in the above Bid/Proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said Bid/Proposal; and that affiant makes the above Bid/Proposal with no past or present collusion with any other person, firm or corporation.

Affiant

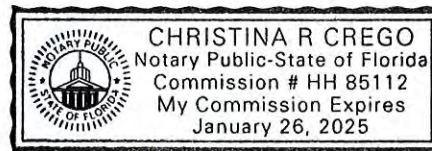
STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 7th day of April, 2021.

by Gary Deremer who is personally known to me or who has produced as identification and who did take an oath.

Christina R. Crego

Notary Public: Christina R. Crego  
My Commission Expires: HH 85112



\*NOTICE: State name of Vendor/Contractor followed by name of authorized individual (and title) that is signing as Affiant. If Vendor/Contractor is an individual, state name of Vendor/Contractor only.

**This document should be completed and returned with your Submittal.**



## SECTION VIII ATTACHMENT 4

### **SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES (current version), IN PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to

County of Hernando

by Gary Deremer, President  
[print individual's name and title]

for U.S. Water Services Corporation  
[print name of entity submitting sworn statement]

whose business address is 4939 Cross Bayou Blvd., New Port Richey FL 34652

(if applicable) its Federal Employer Identification Number (FEIN) is 20-0008821  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) : \_\_\_\_\_.

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current version), means a violation of any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "*convicted*" or "*conviction*" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current version), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "*affiliate*" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current version), means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "*affiliate*" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length Agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "*person*" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Proposals or applies to Proposal on Contracts for the provisions of goods or services let by a public entity, or which otherwise transacts



or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]

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

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

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

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

[signature]

4/7/2021

[date]

STATE OF FLORIDA  
COUNTY OF PASCO

PERSONALLY APPEARED BEFORE ME, the undersigned authority

Gary Deremer who, after first being  
[Name of Individual Signing]

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

7th day of April 2021

NOTARY PUBLIC

My commission expires: January 26, 2025



This document should be completed and returned with your Submittal.



**SECTION VIII**  
**ATTACHMENT 5**

**AUTHORIZED SIGNATURES/NEGOTIATORS**

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate Contracts and related documents to which the Vendor/Contractor will be duly bound:

Name <u>Gary Deremer</u>	Title <u>President</u>	Phone No <u>(727) 848 8292</u>
<u>Edward Mitchell</u>	<u>VP/ Secretary</u>	<u>(727) 848 8292</u>
<u>Ralph Amiott</u>	<u>Vice President</u>	<u>(727) 848 8292</u>
_____	_____	_____

(Signature)

Gary Deremer, President

(Title)

U.S. Water Services Corporation

(Name of Business)



The Vendor/Contractor shall complete and submit the following information with the Bid or proposal:

**Type of Organization**

\_\_\_\_\_ Sole Proprietorship      \_\_\_\_\_ Partnership

\_\_\_\_\_ Joint Venture        X   Corporation

**State of Incorporation:** FLORIDA

Federal I.D. is 20-0008821

**This document should be completed and returned with your Submittal.**



## SECTION VIII ATTACHMENT 6

### VENDOR/CONTRACTOR INFORMATION

In addition to General conditions, your BID/PROPOSAL may be disqualified if the following Vendor/Contractor information is not returned with your BID/PROPOSAL.

Vendor/Contractor is:

- ( ☒ ) Corporation  
 (        ) Partnership  
 (        ) Sole Proprietorship  
 (        ) Other \_\_\_\_\_ (Explain)

Federal Employer Identification Number: 20-0008821

Please attach your completed W-9 Form

PAYMENT WILL NOT BE MADE UNTIL A COMPLETED W9 HAS BEEN RECEIVED.

Firm Name: U.S. Water Services Corporaiton

Mailing Address: 4939 Cross Bayou Blvd.,

City New Port Richey State FL Zip 34652

Telephone No. 727 848 8292 x 222 Fax No. 727 849 8860

Web Address: www.uswatercorp.com EMail: ccrego@uswatercorp.net

Commodity or Service Supply: \_\_\_\_\_

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

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

An ACH electronic payment method is offered as an alternative to a payment by physical check.

- ( ☒ ) Please check this box if you accept the ACH electronic payment method.  
 (Recommended and Preferred)

Signature: \_\_\_\_\_

Name & Title Printed: Gary Deremer, President



**This document should be completed and returned with your Submittal.**



**SECTION VIII**  
**ATTACHMENT 8**  
**HERNANDO COUNTY**  
**E-VERIFY CERTIFICATION**

Bid/Contract No: 21-C00027/DK

Financial Project No(s): 21-C00027/DK

Project Description: Hill-N-Dale Water Main Replacement

Vendor/Contractor acknowledges and agrees to the following:

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including Sub-Contractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Department.

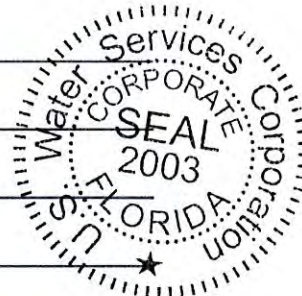
Company/Firm: U.S. Water Services Corporation

Authorized Signature: \_\_\_\_\_

Print Name: Gary Deremer

Title: President

Date: 4/7/2021



**This document should be completed and returned with your Submittal.**



## SECTION VIII ATTACHMENT 9

### CONSTRUCTION CONTRACTOR QUALIFICATION SUBMITTAL PACKAGE REQUIREMENTS

#### A. REFERENCES FOR BIDDER:

Bidder must provide a minimum of two (2) references. Required format for references is provided at the end of this attachment. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder. Each reference project must meet the following criteria:

- Project at substantial completion or completed within the last seven (7) years.
- Constructed value of at least \$1,402,200.00.
- Similar in size and scope to the Hill-N-Dale Water Main Replacement.

#### B. KEY SUBCONTRACTORS:

Each Bidder must submit with its response a list of Sub-Contractors who will perform the work in each of the following categories ("Key Sub-Contractors"). List the name of the proposed Sub-Contractor, or "Bidder" if the Bidder will perform the work, after each work category:

(1) Trenching, Bedding and Backfill for pipe	Bidder
(2) Installation and testing of pipe	Bidder
(3) Horizontal Directional Drilling	Avery Short
(4) Fire Hydrant installation	Bidder
(5) Sodding	Bidder
(6) Concrete Driveway restoration	Avery Short
(7) Roadway Asphalt	Avery Short

#### C. LICENSES:

The Bidder must be a registered to do business in the State of Florida. All Bidder's and/or Sub-Contractors performing work requiring a specialty license must be licensed in the State of Florida. This includes but is not limited to electrical and mechanical trades, as well as any other earthwork Contractor on the Bidder's team. Provide license information (as required in Paragraph 27) below for Bidder and all Sub-Contractors identified herein.

Classification	Issuing Government	License Issue Date	Number
Gary Deremer, Underground Utility & Excavation	2/11/03-08/31/22	License No.	CUC1223914
Cecil Delcher, General Contractor	5/9/03-08/31/22	License No.	CGC003307

#### D. ORGANIZATION CHART:

Bidder must provide an Organization Chart showing Bidder's Team identifying specific responsibilities of Bidder and Sub-Contractors.



Ralph Amriott,  
Project Manager

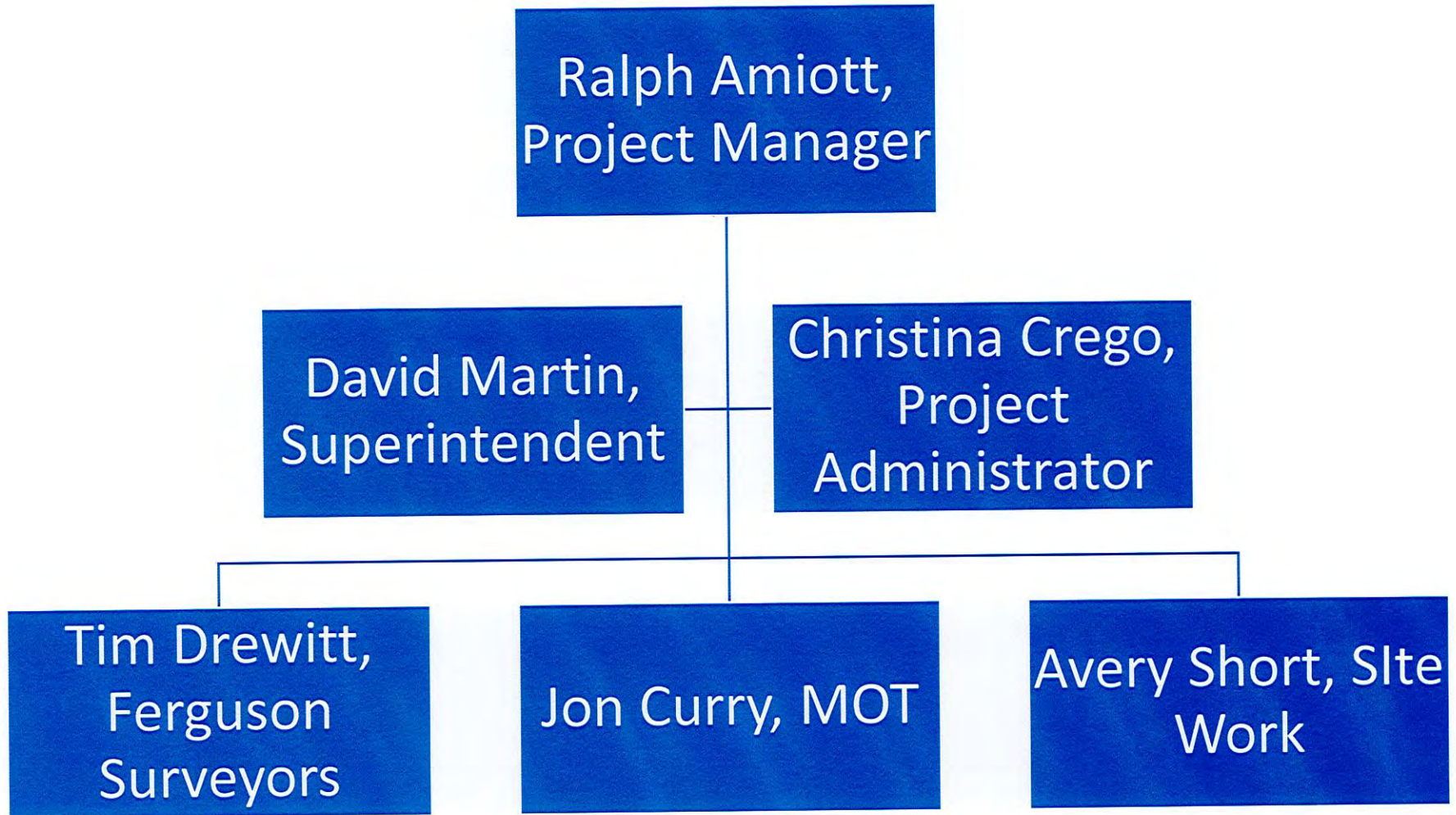
David Martin,  
Superintendent

Christina Crego,  
Project  
Administrator

Tim Drewitt,  
Ferguson  
Surveyors

Jon Curry, MOT

Avery Short, Site  
Work





**ATTACHMENT 9 Continued****E. PROJECT MANAGER AND SUPERINTENDENT QUALIFICATIONS:**

Bidder must provide resumes of Project Manager and Superintendent listing qualifications, experience, education and training. The Project Manager and Superintendent must have adequate experience, generally considered as a working project manager/ superintendent on a minimum of two projects, similar in size and scope to the Hill-N-Dale Water Main Replacement, within the past seven (7) years.

**F. BIDDER/KEY SUBCONTRACTOR SPECIFIC QUALIFICATIONS:**

Bidder must demonstrate Bidder's/Key Sub-Contractor's experience and expertise in the tasks provided below and at the minimum identified criteria. Specific projects, locations and Contractor who performed work must be provided.

1) Document prior experience in water main replacement.

City of Waldo CDBG 18 NR Water Main Replacements

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2) Document prior experience in fire hydrant installation.

Hillsborough County BOCC Fire Hydrant Replacement WORCS5

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3) Document prior experience in roadway asphalt restoration.

Hillsborough County BOCC WORCS 9

Hillsborough County BOCC WORCS 3

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4) Document prior experience in concrete driveway restoration.

Pasco County Cow Path Master Pump Station

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**This document should be completed and returned with your Submittal.**

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**ATTACHMENT 9 Continued****REFERENCE 1**

<b>Reference Business/Owner Name</b>	City of Waldo
<b>Reference Contact Person</b>	Timothy P. Norman, P.E.
<b>Reference Address</b>	Mittauer & Associates, Inc 580-1 Wells Rd., Orange Park FL 32073
<b>Reference Phone No.</b>	904 278 0030
<b>Reference Email Address</b>	TNorman@mittauer.com
<b>Project Name</b>	CDBG 18 NR Water Main Replacements
<b>Project Location</b>	City of Waldo
<b>Contractor Project Manager</b>	Ryan McClure
<b>Site Superintendent</b>	
<b>Contract Amount</b>	\$410,220.35
<b>Date Project Commenced</b>	5/18/2020
<b>Date of Substantial Completion</b>	
<b>Date of Final Completion</b>	3/22/2021
<b>Description of Work Performed</b>	The Project consists of furnishing all labor, equipment, and materials necessary to construct approximately 4,200 LF of 6" PVC water mains, including valves, fittings, fire hydrants, water services, and associated restoration; and the rehabilitation of Lift Station No. 1, including new pumps, piping, control panel, etc.

**REFERENCE 2**

<b>Reference Business/Owner Name</b>	Hillsborough Count Board of County Commissioners
<b>Reference Contact Person</b>	Samantha Flores
<b>Reference Address</b>	PO Box 1110, 601 E Kennedy Blvd., Tampa FL 33601
<b>Reference Phone No.</b>	813 209 3054
<b>Reference Email Address</b>	FloresS@hillsboroughcounty.org
<b>Project Name</b>	Fire Hydrant Replacement, WORCS 5
<b>Project Location</b>	Hillsborough County FL
<b>Contractor Project Manager</b>	Ralph Amriott
<b>Site Superintendent</b>	Chad Ashley
<b>Contract Amount</b>	\$167,990.87
<b>Date Project Commenced</b>	6/7/2017
<b>Date of Substantial Completion</b>	
<b>Date of Final Completion</b>	7/31/2020
<b>Description of Work Performed</b>	The replacement of fire hydrant, hydrant assemblies, and valves on existing water mains.



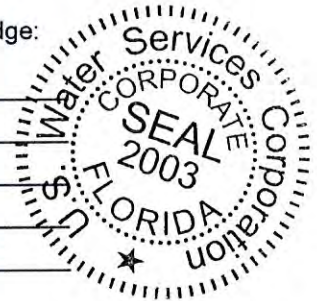
**ATTACHMENT 9 Continued****REFERENCE 3**

<b>Reference Business/Owner Name</b>	Pasco County BOCC
<b>Reference Contact Person</b>	Ivan Martinez, P.E.
<b>Reference Address</b>	19420 Central Blvd., Land O' Lakes FL 34637
<b>Reference Phone No.</b>	813 235 6189
<b>Reference Email Address</b>	imartinez@pascocountyfl.net
<b>Project Name</b>	Cow Path Master Pump Station
<b>Project Location</b>	26541 Florida Power Rd., Wesley Chapel, FL 33544
<b>Contractor Project Manager</b>	Ralph Amriott
<b>Site Superintendent</b>	
<b>Contract Amount</b>	\$571,463.10
<b>Date Project Commenced</b>	11/5/2019
<b>Date of Substantial Completion</b>	
<b>Date of Final Completion</b>	5/30/2020
<b>Description of Work Performed</b>	*Shown Below

Experience shall be related to successfully completed projects within the last seven (7) years (i.e. the project must have been Substantially Complete within seven (7) years of the due date of this ITB. Only projects that are complete or substantially complete as of the Bid due date will be considered).

I certify that the qualifications questionnaire information is true and correct to the best of my knowledge:

Company U.S. Water Services Corporation  
 By President  
 Name Gary Deremer  
 Signature [Signature]  
 Address 4939 Cross Bayou Blvd., New Port Richey FL 34652 Phone 727 848 8292  
 Date 4/7/2021



**This document should be completed and returned with your Submittal.**

**THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.**

\*A new triplex wetwell, access hatches, light, level floats, hose bib station, vent; removal of existing rock driveway in the area of the new work, and use of the existing rock material to enhance the existing access road, and the addition of a new asphalt driveway access area; three new submersible grinder wastewater pumps (and one spare) and all associated electrical components both new and existing modifications, station controls, and piping modifications from the existing to the wetwell and new piping from the wetwell connecting back to the existing.



**SECTION VIII**  
**ATTACHMENT 10**  
**VENDOR/CONTRACTOR'S LICENSE**

PROVIDE A COPY OF THE CONTRACTOR'S LICENSE(S)  
AS STATED IN PARAGRAPH 27





Ron DeSantis, Governor

Halsey Beshears, 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

**DELCHER, CECIL R**

U S WATER SERVICES CORPORATION  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY FL 34652

**LICENSE NUMBER: CGC003307**

**EXPIRATION DATE: AUGUST 31, 2022**

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



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

Halsey Beshears, 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

**DEREMER, GARY ANDREW**

US WATER SERVICES CORPORATION  
4821 US HWY 19 STE 2  
NEW PORT RICHEY FL 34652

**LICENSE NUMBER: CUC1223914**

**EXPIRATION DATE: AUGUST 31, 2022**

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



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.



## SECTION VIII ATTACHMENT 11

### TRENCH SAFETY ACT COMPLIANCE FORM

1. The Vendor/Contractor acknowledges the existence of the Florida Trench Safety Act at §553.60 through 553.64, Florida Statutes (current version) (hereinafter called the "Act") and the requirements established herein.
2. The Vendor/Contractor further acknowledges that the Act stated the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State standard applicable to this project.
3. The Vendor/Contractor will comply with all applicable trench safety standards, during all phases of the work, if awarded the Contract, and will ensure that all Sub-Contractors will also comply with the Act.
4. The Vendor/Contractor will consider the geotechnical information available from the County, from its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The Vendor/Contractor acknowledges that the County is not obligated to provide such information, that Vendor/Contractor is not to rely solely on such information if provided, and that Vendor/Contractor is solely responsible for the selection of the data on which he relies in designing said safety system, as well as for the system itself.
5. The Vendor/Contractor acknowledges that included in the Total Price in the Bid Form are costs for complying with the Florida Trench Safety Act, which is in effect as of October 1, 1990. The undersigned further identifies the costs to be \$ 50.00 per lineal foot.
6. The amount in Item 5 herein includes the Trench Safety Compliance Methods and the units of each safety measure. The unit costs and the unit prices are shown solely for the purpose of compliance with the procedural requirements of the Act.

	Trench Safety Compliance Method	Unit (LF, SY)	Quantity	Unit Cost	Extended Cost
A.	Std Trench Box	LF	100	\$ 50.00	\$5,000.00
B.	Std Shoring	SY	50	\$ 100.00	\$5,000.00
C.				\$	\$
D.				\$	\$
			TOTAL:		<u>10,000.00</u>

Use additional blank sheets to further itemize if more room is required.

7. Acceptance of the Bid to which this certification and disclosure applies in no way represents that the County or its representatives have evaluated or determined that the above costs are adequate to comply with the applicable trench safety requirements, nor does it in anyway relieve the undersigned of his sole responsibility for complying all applicable safety requirements.

Company: U.S. Water Services Corporation

By: [Signature] 4/7/2021  
 Authorized Signature Date  
 Gary Deremer, President



**This document should be completed and returned with your Submittal.**



# SECTION VIII ATTACHMENT 12

## AFFIDAVIT

(To be filled in and executed if the Vendor/Contractor is a Corporation)

STATE OF FLORIDA ]

COUNTY OF HERNANDO ]

Edward Mitchell being duly sworn, deposes and says that he is Secretary of  
U.S. Water Services Corporation, a Corporation organized and existing under and by  
virtues of the laws of the State of Florida, and having its principal office at:

4939 Cross Bayou Blvd., New Port Richey FL 34652 (Address)

Affiant further says that he is familiar with the records, minute books and bylaws of

U.S. Water Services Corporation (Name of Corporation) of the

Corporation, is duly authorized to sign 21-C00027/DK Hill-N-Dale Water Main Replacement (Title)

the Bid for U.S. Water Services Corporation for said Corporation by virtues  
of:

Resolution of the Board of Directors on April 7, 2021

(State whether a provision of bylaws or a Resolution of the Board of Directors.  
If by Resolution, give date of adoption).



Affiant

Sworn to before me this 7th day of April, 20 21.



Christina R. Crego  
Notary Public

This document should be completed and returned with your Submittal.



**SECTION VIII**  
**ATTACHMENT 13**  
**BID BOND**

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

VENDOR/CONTRACTOR (Name and Address):

U. S. Water Services Corporation  
 4939 Cross Bayou Blvd., New Port Richey, FL 34652

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

North American Specialty Insurance Company  
 1200 Main Street, Ste 800, Kansas City, MO 64105

OWNER:

BOARD OF COUNTY COMMISSIONERS, HERNANDO COUNTY, FLORIDA  
 20 North Main Street, Room 160  
 Brooksville, Florida 34601

BID

Project:

**21-C00027/DK – HILL-N-DALE WATER MAIN REPLACEMENT**

**HILL-N-DALE, FLORIDA**

BOND

Bond Number: N/A

Date (Not later than Bid due date): April 7, 2021

Penal sum	*** FIVE PERCENT OF AMOUNT BID ***	5%
	(Words)	(Figures)

Surety and Vendor/Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

VENDOR/CONTRACTOR

U. S. Water Services Corporation (Seal)

Vendor/Contractor's Name and Corporate Seal

By: [Signature]  
 Signature and Title Carly Doremus, President

Attest: [Signature]  
 Signature and Title Secretary

SURETY

North American Specialty Insurance Company (Seal)

Surety's Name and Corporate Seal

By: [Signature]  
 Signature and Title April L. Lively, Attorney-in-Fact  
 (Attach Power of Attorney) & FL Licensed Resident Agent

Attest: [Signature]  
 Signature and Title Jacki Mainous, Witness

Note: Above addresses are to be used for giving required notice. Inquiries: (407) 834-0022



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



# SWISS RE CORPORATE SOLUTIONS

## NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY WESTPORT INSURANCE CORPORATION **GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

J.W. GUIGNARD, BRYCE R. GUIGNARD, PAUL J. CIAMBRIELLO, APRIL L. LIVELY, JENNIFER L. HINDLEY, MARGIE L. MORRIS,

DEBORAH ANN MURRAY, M. GARY FRANCIS, CHRISTINE MORTON, KELLY PHELAN and ALLYSON FOSS WING JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on 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 or suretyship executed under this authority shall exceed the amount of:

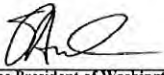
ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

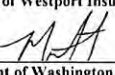
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant 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 hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein 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 signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By   
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation

By   
Mike A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 21st day of OCTOBER, 2019.


**North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation**

State of Illinois  
County of Cook ss:

On this 21st day of OCTOBER, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of


Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of April, 2021.

  
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



**SECTION VIII**  
**ATTACHMENT 14**

**VENDOR CERTIFICATION REGARDING**  
**SCRUTINIZED COMPANIES**

Respondent Vendor Name: U.S. Water Services Corporation

Vendor/Contractor FEIN: 20-0008821

Vendor/Contractor's Authorized Representative Name and Title: Gary Deremer, President

Address: 4939 Cross Bayou Blvd.,

City: New Port Richey State: FL Zip: 34652

Phone Number: 727 848 8292 x 222

Email Address: ccrego@uswatercorp.net

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from Contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel list, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or the Scrutinized Companies that Boycott Israel list. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

Certified by: Gary Deremer

who is authorized to sign on behalf of the above-reference company.

Print Name and Title:  
Gary Deremer, President

Date: 4/7/2021



**This document should be completed and returned with your Submittal.**



## SECTION VIII ATTACHMENT 15

### HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

4/7/2021

(date)

Hernando County  
Purchasing and Contracts  
15470 Flight Path Dr.,  
Brooksville, FL 34604

The undersigned certifies that to the best of his/her knowledge:

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a former employee of Hernando County within the last two (2) years? No ☒ Yes ☐

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a Relative or Member of the Household of a current Hernando County Employee that had or will have any involvement with this Procurement or Contract Authorization?

No ☒ Yes ☐

If the answer to either of the above questions is "Yes", complete the "Relatives and Former Hernando County Employees - Roles and Signatures" table (Part A and/or Part B, as applicable).

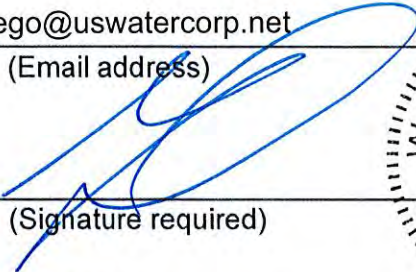
Bidder: U.S. Water Services Corporation

ccrego@uswatercorp.net

(Email address)

4939 Cross Bayou Blvd.,  
New Port Richey FL 34652

(Address)



(Signature required)

727 848 8292

(Phone)

Gary Deremer

(Print name)

727 849 8860

(Fax)

President

(Print title)

20-0008821

(Federal Taxpayer ID Number)





## ATTACHMENT 15 Continued

### Relatives and Former Hernando County Employees – Roles and Signatures

**Part A: Employees that left Hernando County in the last two years.**

Employee Name/Signature	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
<b>Name:</b> <u>Not Applicable</u>  <b>Sign:</b> _____ <ul style="list-style-type: none"> <li>Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>			
<b>Name:</b> _____  <b>Sign:</b> _____ <ul style="list-style-type: none"> <li>Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>			
<b>Name:</b> _____  <b>Sign:</b> _____ <ul style="list-style-type: none"> <li>Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>			

**Part B: Identify Officers, Partners, Directors, Proprietors, Associates or Members of the Business Entity that are Relatives or Members of the Household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this Procurement of Contract.**

Firm Officer, Partner, Director, Proprietor, Associate or Member Name	Name and Relationship of Relative or Member of Household Employed at Hernando County	Role at Hernando County	Hernando County employee's Role with this Procurement

(Make copies of this form as needed to list additional employees.)



**SECTION VIII**  
**ATTACHMENT 16**  
**ADDENDUM ACKNOWLEDGEMENT**

The undersigned acknowledges receipt of the following addenda to the Bid/Request for Proposals (indicate number and date of each):

Addendum No. <u>  1  </u>	Dated <u>  3/16/2021  </u>
Addendum No. <u>  2  </u>	Dated <u>  3/24/2021  </u>
Addendum No. <u>          </u>	Dated <u>                  </u>
Addendum No. <u>          </u>	Dated <u>                  </u>

**FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.**

U.S. Water Services Corporation  
 Company Name

  
 Authorized Signature  
 Gary Deremer, President



**VENDOR SURVEY**

Please provide information on where you received the knowledge of the Bid/Request for Proposals (mark all that apply):

- ☒ **BIDNET DIRECT**
- ☐ **NEWSPAPER**
- ☐ **PURCHASING AND CONTRACTS ADVERTISEMENT BOARD**
- ☐ **REFERRED BY:** \_\_\_\_\_
- ☐ **OTHER (PLEASE SPECIFY):** \_\_\_\_\_

**This document should be completed and returned with your Submittal.**



**ADDENDUM NO. ONE (1)**  
  
TO  
THE CONTRACT DOCUMENTS  
FOR THE  
  
**HILL-N-DALE WATER MAIN REPLACEMENT**  
  
IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 21-C00027/DK**

**BID DATE: APRIL 7, 2021**

**NOTICE**

BIDDERS ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF  
THIS ADDENDUM BY SIGNATURE AT THE BOTTOM OF  
THIS ADDENDUM IN THE SPACES PROVIDED AND  
RETURNED AT THE TIME OF THE BID DATE.

TO ALL PLAN HOLDERS:

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **HILL-N-DALE WATER MAIN REPLACEMENT**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

**A. CLARIFICATIONS**

1. Question: Per the Utility Service Easement (USE), can the Contractor run the plumbing from the street to the house tie in or does it have to be a Plumber?

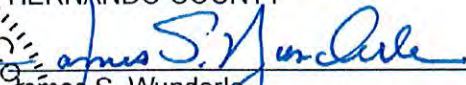
Answer: Per the Building Department, only a Licensed Plumber that can complete the work on private property, not a General Contractor or Underground Utility Contractor


2. Question: Please supply a copy of the Utility Service Easement (USE) that was sent to the homeowners.

Answer: See attached copy of the USE, the letter sent to the homeowners and a Typical Lot Plumbing Plan.

Acknowledged  
Gary Deremer, President

Issued: March 16, 2021

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY  
  
James S. Wunderle  
Purchasing and Contracts Manager  
Chief Procurement Officer, Hernando County







## UTILITIES DEPARTMENT

WATER ♦ WASTEWATER ♦ RECLAIMED WATER ♦ ENGINEERING ♦ CUSTOMER SERVICE

15365 CORTEZ BOULEVARD ♦ BROOKSVILLE, FLORIDA 34613  
P 352.754.4037 ♦ F 352.754.4485 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)

### HILL 'N DALE PROPERTY OWNERS

For many years the Hill 'n Dale area has experienced numerous water main breaks. With those breaks comes the inconvenience of being without water for an extended period of time. Many times during a water main break a boil water notice must be issued, which adds another inconvenience to the affected residents. The water meter currently located in your back yard also presents problems in reading, maintaining and repairing the meter. These issues are going to get worse and more frequent with time due to the age of the water mains servicing your area.

The only way to eliminate the frequent water main breaks in your area is to replace the aging water mains. Our goal is to replace the problem mains and relocate the water meters at the expense of the Hernando County Water and Sewer District and at **no cost to you.**

The Hernando County Utilities Department initiated a project last year that will replace the existing older water mains and relocate the water meters from the rear of the lot to the front of your property in the County road right-of-way. The design phase of this project has been completed; the next step is to have the project constructed. The construction will involve installing new water mains in the street and new water services (meters) for existing residents. Because we are changing the location of the water service, our contractor must access your property to install a new water pipeline that will connect the new water main and relocated water meter in front of your property to the existing plumbing for your residence (see attached drawing). In order for our contractor to install the new piping, we need permission from you as the property owner to perform this work.

All work will be completed at our expense by a licensed contractor or plumber to water lines located in your outside yard – not inside your house. When the work is finished, your property will be leveled, sodded and restored to its original condition. In addition, the contractor will warrant all workmanship and materials for a period of one (1) year after installation of the water pipes.

Included with this letter is a Utility Service Easement. This Easement gives our contractor permission to access your property to install the necessary water pipes. The enclosed Easement must be signed by the property owner, witnessed by two witnesses, and notarized by a notary public. The executed Easement must be returned to the Utilities Department in the enclosed envelope or in person at the address listed on the top of this letter. For your convenience, you may bring the unsigned Utility Service Easement to the Utilities Department office, where our staff can assist you in signing, witnessing and notarizing the document.

The completed Utility Service Easement must be returned to the Utilities Department no later than August **[INSERT DATE]**, 2020. If we do not receive the executed Easement for your property by this deadline, you will be responsible for installing the new water pipeline on your property at your expense. In addition, the property may experience a disruption in water service.

Thank you for your time and attention regarding this matter. If you have any questions pertaining to this project or need further assistance, please contact me by e-mail or telephone as follows:

Allen Turner, Project Manager  
E-mail Address: [cturner@hernandocounty.us](mailto:cturner@hernandocounty.us)  
Telephone No.: (352)540-6219  
Office Hours: 8:00 AM-4:30 PM



Prepared by and Return To:  
County Attorney's Office  
20 North Main Street, Suite 462  
Brooksville, FL 34601-2850

Parcel ID Number: [INSERT PARCEL ID NUMBER]

Key Number: [INSERT KEY NUMBER]

#### **UTILITY SERVICE EASEMENT**

(to accommodate relocation of water lines serving the Hill 'n Dale area)

**PROPERTY:** Lands described in [INSERT OR BOOK AND PAGE OF LEGAL DESCRIPTION FOR ENTIRE PARCEL]; [CURRENT PID WILL SERVE AS DOCUMENT CONTROL #], the Property.

**EASEMENT PURPOSE:** To accommodate relocation of water lines serving the Property in the Hill 'n Dale area herein described.

**PROPERTY OWNER:** [INSERT NAME(S) OF RECORD OWNER(S)], the Property Owner.

**WATER UTILITY:** Hernando County Water and Sewer District, or the District.

**IN CONSIDERATION** for good and valuable consideration received and exchanged, including the following agreement by the District to pay for relocation of new water lines to better serve the Property, the Property Owner and the District agree as follows:

1. The District is relocating and installing new and updated water lines in the street right-of-way to serve the Property and the Hill 'n Dale area. The District will pay for these new water lines which will serve the Property, and will not request reimbursement from the Property Owner for the new water lines.
2. The new and updated water lines necessitate locating a new water meter on the Property adjacent to the street and a new water service line on the Property from the new meter to the house or building on the Property where presently connected; these are collectively called the Meter and Service Line. The District will pay for, install and connect the new Meter and Service Line on the Property, and will also pay for the connection of the new Meter and Service Line to the new and updated water lines in the adjacent street right-of-way, and will not request reimbursement from the Property Owner for the new Meter and Service Line.
3. All the foregoing materials will be supplied, and all the associated work will be done by a licensed contractor or plumber and paid for by the District. The District agrees to warrant, or require its contractor or plumber to warrant, to the Property Owner all workmanship and materials associated with the relocated Meter and Service Line for a period of one (1) year after installation. When the work is finished, the District will cause the affected surface of the Property to be leveled and sodded and the land to be restored to as good or better condition than originally found.
4. The District will not impose any additional rates, fees or charges for any of the foregoing from the Property Owner except the normal monthly rates, fees and charges which are charged for water service.
5. The Property Owner grants to the District, its successors and assigns, its workers, consultants and contractors, and any contractor or plumber paid by the District, the non-exclusive easement and authority to enter onto the Property to install, connect, set, service and inspect the Meter and Service Line. When installed, the Meter shall thereafter be owned, operated, maintained, repaired and replaced by the District; and the Service Line downstream of the Meter shall be owned, operated and maintained and, after expiration of the warranty, shall be repaired and replaced by the Property Owner.

**THIS EASEMENT shall be recorded in the Public Records of Hernando County, Florida.** This is the entire agreement between the parties concerning this subject and may only be amended in writing.



**IN WITNESS WHEREOF**, the Property Owner, as record owner of the Property, has executed this instrument.

Signed, sealed and delivered in our presence:

**PROPERTY OWNER:**

\_\_\_\_\_  
Witness #1 (signature)

Signature: \_\_\_\_\_

\_\_\_\_\_  
Witness #1 (printed name)

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 (signature)

Signature: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 (printed name)

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, as record owner of the Property. [He/She/They] [ ] [is/are] personally known to me or [ ] [has/have] produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

**IN WITNESS WHEREOF**, the DISTRICT has executed this instrument by its duly authorized officer.

Signed, sealed and delivered in our presence:

**HERNANDO COUNTY WATER AND SEWER DISTRICT**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Gordon Onderdonk  
Hernando County Director of Utilities

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HERNANDO

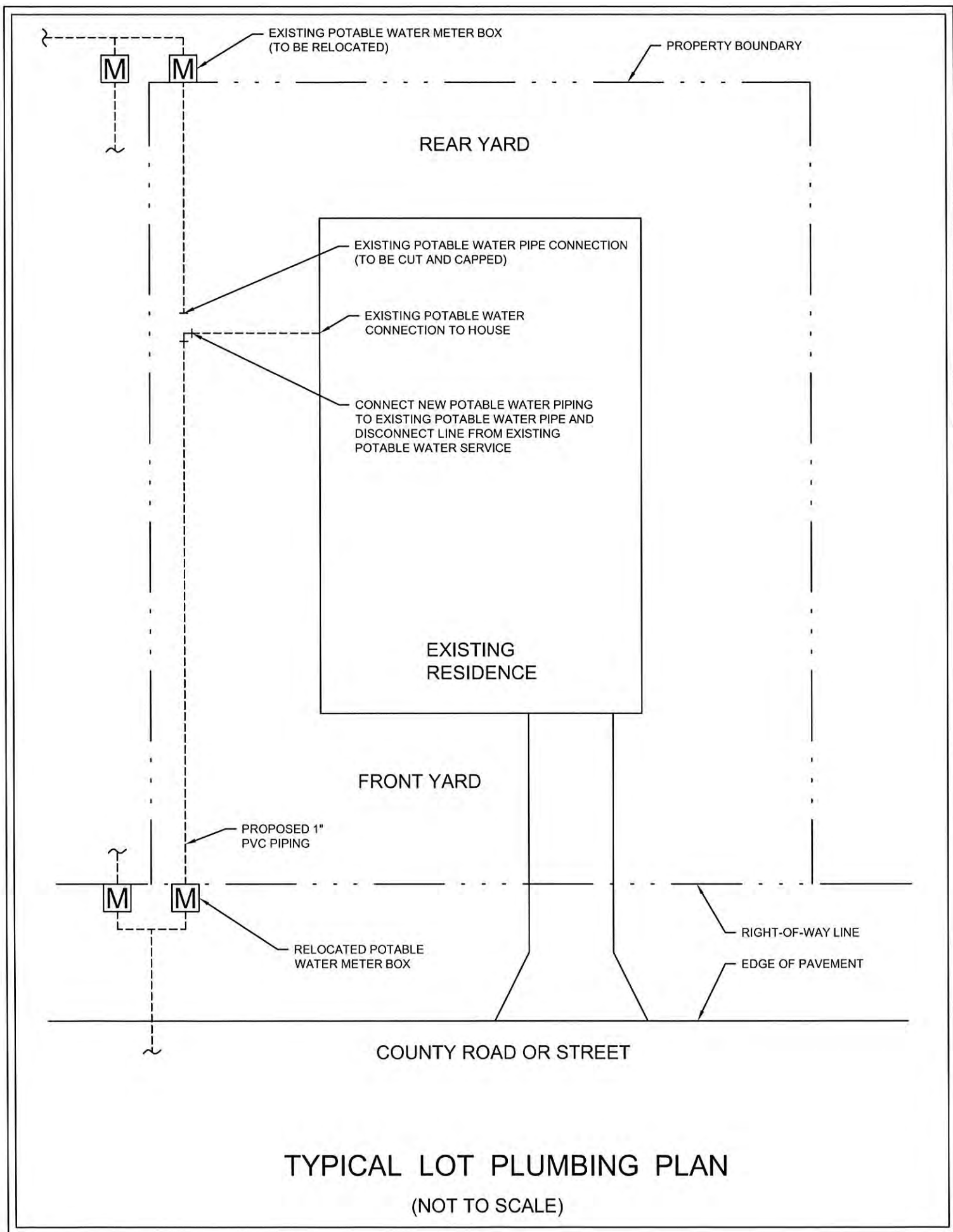
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Gordon Onderdonk, as Hernando County Director of Utilities, on behalf of the Hernando County Water and Sewer District. He [ ] is personally known to me or [ ] has produced driver's license as identification.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped







**ADDENDUM NO. TWO (2)**  
**TO**  
**THE CONTRACT DOCUMENTS**  
**FOR THE**  
**HILL-N-DALE WATER MAIN REPLACEMENT**  
**IN**  
**HERNANDO COUNTY, FLORIDA**  
**SOLICITATION NO. 21-C00027/DK**

**BID DATE: APRIL 7, 2021**

**NOTICE**

BIDDERS ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF  
THIS ADDENDUM BY SIGNATURE AT THE BOTTOM OF  
THIS ADDENDUM IN THE SPACES PROVIDED AND  
RETURNED AT THE TIME OF THE BID DATE.

TO ALL PLAN HOLDERS:

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **HILL-N-DALE WATER MAIN REPLACEMENT**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

**A. CLARIFICATIONS**

1. Question: Confirm we are just capping & abandoning the existing WM. No grouting is required.

Answer: Correct, no grouting required.

2. Question: Bid items 33 & 29: Will the entire intersection where there is open cut be required to be overlaid?

Answer: The road restoration for the open cut for Roper Road and Cammie Street is included in bid item #33. The entire intersection is not required to be overlaid, please see road restoration detail on sheet 24. Please note: If any thermoplastic road marking paint is removed during road restoration such as cross walks, stop bars, etc., they will be required to be replaced.

3. Question: Will each house require an individual building permit for inspection and if so, what is the cost per permit?

Answer: No additional building/plumbing permit per residence is required. HCUD Inspector will inspect piping and connections to residence.

4. Question: Will a pressure test be required between the water meter and the tie-in to the house?

Answer: The Contractor/Plumber is required to warranty all workmanship and materials for a period of one (1) year after the installation and acceptance of the water piping. Pressure testing of the water lines on private property will be at the discretion of the Contractor/Plumber.



5. Question: Will existing water meters be able to be relocated & re-used or will new water meters be required?

Answer: HCUD will relocate the water meters from the old service to the new service, not the Contractor.

6. Question: What pipe material is acceptable for HDD?

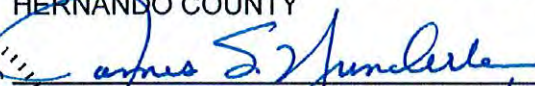
Answer: Fusible PVC and Certa-Lok, C900 DR18 pipe only. HDPE pipe not allowed. This does not include the poly-tubing for the water services.

Acknowledged  
Gary Deremer, President

Issued: March 24, 2021



BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY

  
James S. Wunderle  
Purchasing and Contracts Manager  
Chief Procurement Officer, Hernando County

3/24/2021