



**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
WORK AUTHORIZATION**

This Contract, entered into this 25th day of April, 2023 by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and DEEB Construction and Development Co., hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

CONSTRUCTION SERVICES FOR PROJECTS UNDER \$200K - RFQ NO. 19-R00007/BK

Keysville Water Main Replacement Project 19-R00007-92

ARTICLE 1 – CONTRACT DOCUMENTS

1.01 The Vendor/Contractor shall furnish all labor, equipment and materials and perform the work per Construction Project 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:

A. The Contract Documents for RFQ 19-R00007/BK consist of the following:

Solicitation-Offer-Award
(Cover Page)

Advertisement of Request for Qualifications
(Section I)

Definitions
(Section II)

Solicitation Document
(Section III)

General Conditions for Quotes
(Section IV)

Special Conditions for Quotes
(Section V)

Required Forms
(Section VI)

Request for Quote

Work Authorization and Required Documents After Award

Construction Agreement and Required Documents After Award
(Section IX)

Request for Quote Exhibits
Exhibit A – General Requirements and Technical Specifications
Exhibit B – Plans/Drawings

All addenda issued by the County prior to the receipt of Quotes 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 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 Quote
 2. Documentation submitted by Vendor/Contractor after to Notice of Award:
 - a. Insurance Certificate
- B. 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)
- C. The documents listed in this Article are attached to this Agreement (except as expressly noted otherwise).
- D. There are no Contract Documents other than those listed in this Article.
- E. The Contract Documents may only be amended, modified, or supplemented as stated in Paragraph 33.

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 **Engineer of Record Name**, for the plans and specifications. **Project Manager Name, or Project Manager's Supervisor Name** 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:

- A. 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:

- A. Vendor/Contractor agrees that the work will be substantially complete within ninety (90) **days to substantial completion** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within 120 **days to final completion** calendar days after the date indicated on the Notice to Proceed.

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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 **to be determined by each Construction Project** 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 Quote an amount in current funds equal to the sum of the amounts determined pursuant to the Paragraphs below:

A. For all work other than Unit Price Work, a Lump Sum of:

<u>One hundred Ninety-Nine Thousand, Nine Hundred Ninety-Nine and 94/100</u>	<u>\$199,999.94</u>
(words)	(figure)

All specific cash allowances are included in the above price and have been computed in accordance with Paragraph 34.2.2.

B. 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:

A. As provided in Paragraph 34.3, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner Designated Representative as provided in Paragraph 34.3. Unit prices have been computed as provided in Paragraph 34.3.

ARTICLE 6 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments:

A. Vendor/Contractor shall submit Applications for Payment in accordance with Paragraph 37.2.1. Applications for Payment will be processed by Owner Designated Representative as provided in the Contract Documents.

5.02 Progress Payments; Retainage:

A. 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:

1. Prior to Completion of fifty percent (50%) of the Project, 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:
 - a. Ninety percent (90%) of work completed (with the balance being retainage); and
 - b. Ninety percent (90%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).
2. Upon Completion of fifty percent (50%) of the Project, 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:

- a. Ninety-five percent (95%) of work completed (with the balance being retainage); and
 - b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).
3. Upon Completion of the fifty percent (50%) of the Project, the Vendor/Contractor may make application for payment of up to fifty percent (50%) of all retainage amount held by the Owner, and the Owner shall make payment of said amounts under the provisions the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version) unless the Owner has grounds for withholding said payment.

5.03 Final Payment:

- A. Upon receipt of the final Application for Payment accompanied by Owner Designated Representative's recommendation of payment in accordance with Paragraph 37.7.1, 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.
- B. 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, National Pollutant Discharge Elimination System (NPDES) – Florida Department of Environmental Protection (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 monies 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:
- A. Vendor/Contractor has examined and carefully studied the Contract Documents and the other related data identified in the RFQ Documents.
 - B. 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.
 - C. Vendor/Contractor is aware of the general nature of work to be performed.
 - D. 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:

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

8.02 Assignment of Contract:

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies 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 Successors and Assigns:

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

8.04 Severability:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and 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.

8.05 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one 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 One Hundred Ninety-Nine Thousand, Nine Hundred Ninety-Nine and 94/100 Dollars (\$199,999.94) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

IN WITNESS WHEREOF, Owner and Vendor/Contractor have signed this Agreement in two (2) copies. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Vendor/Contractor.

OWNER:
HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS

VENDOR/CONTRACTOR

DEEB CONSTRUCTION AND DEVELOPMENT CO.

By: JOHN ALLOCCO

By: Paul Taylor

Title: CHAIRMAN

Title: Vice President

[CORPORATE SEAL]

[CORPORATE SEAL]



Heidi Kuyper, Deputy Clerk

Attest: Douglas A. Chorvat, Jr.

Attest: _____

Title: Clerk of Circuit Court & Comptroller

Title: _____

Address for giving notices:

Address for giving notices:

20 N. Main Str.

Brooksville, FL 34601

Approved as to Form
and Legal Sufficiency

Agent for service of process:

By: Victoria Anderson
County Attorney's Office

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

REQUEST FOR QUOTE
 HERNANDO COUNTY BOARD OF
 COUNTY COMMISSIONERS
 PURCHASING & CONTRACTS DEPARTMENT
 352-754-4020, FAX 352-754-4199
 1653 BLAISE DRIVE
 BROOKSVILLE 34601

THIS IS NOT
AN
ORDER

Date: March 15, 2023

Quotation No. 19-R00007-92

Project Name: Keyville WM Replacement

Requesting Department: HCUD

Name: Hernando County Utilities

Address: 15365 Cortez Boulevard

Brooksville, Florida 34613

Contact Person: Allen Turner

Telephone: 352-540-6219

Fax: cturner@co.hernando.fl.us
 or email

Quote Due Date: March 3, 2023

Illegible Quotes risk opportunity for award. Terms and Conditions of RFQ 19-R00007/BH and Construction Agreement are applicable to the project resulting from this Quotation.

ITEM	QUAN.	DESCRIPTION	PART NO.	UNIT PRICE	EXTENDED PRICE
1.		*SEE BID SCHEDULE*			\$199,999.94
2.		*INCLUDE QUOTE TOTAL ON THIS FORM AS WELL AS THE BID SCHEDULE*			
3.					
4.					
		QUOTE TOTAL			\$199,999.94

All Quotes shall be FOB Destination

Working Hours: 7:30 am - 4:00 pm Monday through Friday

Attached to this Quote is Exhibit "A" General Requirements and Technical Specifications

Attached to this Quote is Exhibit "B" Plans/Drawings

Create a continuation sheet if necessary

It is hereby certified and affirmed that the bidder will accept any awards made to him as a result of this quotation.

The award may be all or partial being in the best interest of Hernando County.

Quote validity is 60 days unless noted otherwise.

Contact Person Submitting Quote: Paul Taylor

Firm Name: DEEB Construction

Address: 9480 RIVER CROSSING Blvd City: Newport Riches State: FL Zip: 34655

Telephone/Fax No: 772-919-1252 Email: ptaylor@deeb.com Date: 3/15/23

PRINT/TYPE NAME: PAUL TAYLOR

TITLE: V.P.

SIGNATURE: [Signature]

yahoo.com

KEYSVILLE WATER MAIN REPLACEMENT

EXHIBIT "A"

ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
I. GENERAL CONDITIONS					
1	Mobilization	1	LS	\$6,914.00	\$6,914.00
2	Bond/Insurance	1	LS	\$6,914.00	\$6,914.00
3	Maintenance of Traffic	1	LS	\$12,000.00	\$12,000.00
4	Survey Layout/As-built	1	LS	\$6,914.00	\$6,914.00
5	Erosion Sediment Control (NPDES Permit/insp. Rpt/NOT)	1	LS	\$3,125.00	\$3,125.00
6	Pre/Post Video	1	LS	\$1,675.00	\$1,675.00
7	Gopher Tortoise Survey and Permitting	1	LS	\$1,875.00	\$1,875.00
8	Gopher Tortoise - Bucket Trapped, Pulled , or Monitored	1	EA	\$400.00	\$400.00
9	Gopher Tortoise Relocation	1	EA	\$7,500.00	\$7,500.00
SUBTOTAL					\$47,317.00
II. WATER MAIN					
10	8-inch PVC Water Main Installed Via Open Cut	30	LF	\$166.05	\$4,981.50
11	8-inch Fusible PVC/Certa-Lok Installed Via Directional Drill	532	LF	\$181.76	\$96,696.32
12	4-inch PVC Water Main Installed Via Open Cut	64	LF	\$37.09	\$2,373.76
13	8-inch Gate Valve	1	EA	\$4,995.79	\$4,995.79
14	8-inch DIP 45 Degree Bend	4	EA	\$1,603.00	\$6,412.00
15	8-inch x 4-inch DIP Tee	1	EA	\$1,292.92	\$1,292.92
16	4-inch Gate Valve	1	EA	\$2,752.79	\$2,752.79
17	4-inch DIP 45 Degree Bend	2	EA	\$524.56	\$1,049.12
18	8-inch Water Main Connection	2	EA	\$7,103.97	\$14,207.94
19	4-inch Water Main Connection	1	EA	\$3,920.80	\$3,920.80
20	Abandon Existing Water Main	1	LS	\$1,500.00	\$1,500.00
21	ROW Restoration (Sod)	1	LS	\$12,500.00	\$12,500.00
SUBTOTAL					\$152,682.94
SUMMARY					
I. GENERAL CONDITIONS TOTAL					\$47,317.00
II. WATER MAIN TOTAL					\$152,682.94
					# 199,999.94

BID BOND

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

VENDOR/CONTRACTOR (Name and Address):

Deeb Construction & Dev. Co.
9400 River Crossing Blvd. #102
New Port Richey, FL 34655

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

Travelers Casualty and Surety Company of America
ONE TOWER SQUARE
HARTFORD, CT 06183

OWNER:

BOARD OF COUNTY COMMISSIONERS, HERNANDO COUNTY, FLORIDA
15470 Flight Path Drive
Brooksville, Florida 34604

BID

Project:

KEYSVILLE WATER MAIN REPLACEMENT PROJECT

HERNANDO COUNTY, FLORIDA

BOND

Bond Number: Bid Bond

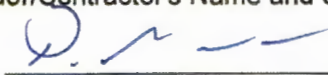
Date (Not later than bid due date): March 3rd, 2023


Penal sum Five Percent of Amount Bid 5% of Amount Bid
(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

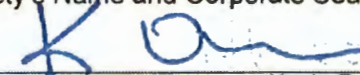
Deeb Construction & Dev. Co. (Seal)
Vendor/Contractor's Name and Corporate Seal

By: 
Signature and Title
Paul Taylor, V.P.

Attest: 
Signature and Title
Carol A. Cannon, CFO

SURETY

Travelers Casualty and Surety Company of America (Seal)
Surety's Name and Corporate Seal

By: 
Signature and Title Kevin R. Wojtowicz
(Attach Power of Attorney) Attorney-in-Fact & FL Licensed Agent

Attest: 
Signature and Title Margaret A. Schulz, CSR

Note: Above addresses are to be used for giving required notice.

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.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

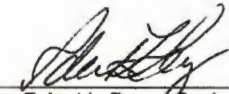
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KEVIN R WOJTOWICZ** of **ST PETERSBURG Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **3rd** day of **March**, **2023**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

SECTION 01100

MEASUREMENT AND PAYMENT

PART 1-GENERAL

1.01 SECTION INCLUDES

- A. Procedures and submittal requirements for schedule of values, applications for payment and unit prices.

1.02 RELATED SECTIONS

- A. Proposal and Bid Form
- B. General Conditions

1.03 The Contract Documents set forth intent that the Contractor be responsible for determining the means, methods, and quantities of all work which may be required for the completion of the project. The bid items listed on the bid breakdown are for comparison of the bids and may be used as a method of determining the value of work performed for partial payment requests.

1.04 Work not specifically covered by the Contract Bid Schedules but necessary for the completion of the work as described in the Contract Documents will be deemed to be otherwise included in the Contractor's unit prices. No additional payment to the Contractor will be made for items not specifically listed on the Contract Bid Schedules. All construction shall be in accordance with the 2013 Hernando County Utilities Department Specifications Manual and subsequent updates.

1.05 The Contractor shall assume all risks in determining the quantities of each bid break down and for including as a part of the prices the appropriate percentage to cover all Contractor's overhead and profit, equipment rental and maintenance, and all other costs not specifically described on the Contract Bid Schedule but necessary to carry out the work as required by the Contract Documents. When totaled together, the totals for each item of the Contract Bid Schedules shall be the total contract price for the work of this Contract. No other payments will be made to the Contractor except as specifically authorized by change order.

1.06 Each unit or lump sum price stated on the Bid Form shall constitute full compensation as herein specified for each item of work completed in accordance with the drawings and specifications.

1.07 Under the price specified to be paid for each item, the Contractor shall furnish all materials and equipment, furnish all labor, and do all operations necessary to complete all work specified or shown. All supervision, overhead items, protection, and precautions and all other costs incidental to the construction work completed and as specified are included.

1.08 A complete, finished, working job, as intended by the general nature of these specifications, shall be produced whether or not any particular wording or direction is omitted or inadvertently not clearly stated.

- 1.09 Measurement for payment shall be by the Owner, except where noted elsewhere in this specification. Measurement for partial payment for lump sum items shall be on the basis of percentage of work complete and in place. Measurement for final payment shall be on the basis of the specified item, in-place, tested and accepted by the Owner or his representative, plus all incidental and supporting requirements fulfilled for the individual item and the project in total.
- 1.10 The prices for those items which involve excavation shall include compensation for disposal of surplus excavated material and handling water.
- 1.11 The prices of all pipe items shall constitute full compensation for furnishing, laying, jointing, and testing of pipe; excavation and backfill; all site restoration including cleanup.
- 1.12 All partial pay descriptions shall be understood as less standard retainage whether stated or not.

PART 2-MATERIALS

Not Used

PART 3-MEASUREMENT AND PAYMENT

3.0 MOBILIZATION & DEMOBILIZATION – BID ITEM NO. 1

Shall be paid for lump sum and consist of preparatory work and operation for beginning work on this project. Work includes labor, equipment, materials, and any permits necessary to complete the work and not covered by a specific pay item. Initial payment shall not exceed 25% of the total amount for Mobilization/Demobilization. Subsequent payments shall be based on completion percentage of project for each payment application. Lump sum amount shall not exceed 5% of the sum of the unit price pay items.

The standard retainage will be applied to these allowances. Partial payments made on this item shall in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the contract.

3.01 BONDING AND INSURANCE – BID ITEM NO. 2

- A. Description: The Contractor shall provide Comprehensive General Liability insurance, builders risk including premises, workmen's compensation and automobile insurance as required. Contractor to provide bonding as required.
- B. Measurement: The quantity to be paid for under this Item shall be measured as one lump sum quantity.
- C. Payment: The pay quantities for the work specified under this Item shall be the lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

3.02 MAINTENANCE OF TRAFFIC - BID ITEM NO. 3

- A. Description: The work specified in this Item consists of maintaining traffic within the limits of the project for the duration of the construction period including any temporary suspensions of the work. It shall include the construction and maintenance of any necessary detour facilities; the preparation of maintenance of traffic plans prepared, signed, and sealed by a Florida Professional Engineer; the providing of necessary facilities for access to residences, businesses, etc. along the project; the furnishing, installing and maintaining of traffic control and safety devices during construction, the control of dust, and any other special requirements for safe and expeditious movement of traffic as may be called for on the plans. The term, maintenance of traffic, as used herein, shall include all of such facilities, devices and operations as are required for the safety and convenience of the public as well as for minimizing public nuisance, all as specified in this Section.
- B. Measurement: The quantity of maintenance of traffic to be paid for under this Item shall be measured as one lump sum quantity. Partial payments will be pro rated throughout the duration of construction of this Project in direct proportion to the percent completion of the work, as determined by the ratio of the payment requested to the total contract price.
- C. Payment: The quantities, as determined above, shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work.

3.03 SURVEY LAYOUT/AS-BUILTS - BID ITEM NO. 4

- A. Description: This bid item describes measurement and payment for establishing all lines and grades required for all work under this contract, as well as "as-built" survey drawings for the proposed water main and installation including mains, valves, air relief valves and fittings with horizontal and vertical locations described by bearings, distances, and stations. The as-built drawing shall be provided signed and sealed by a Surveyor licensed in the State of Florida. Contractor's surveyor shall provide four (4) copies certified for as-builts to be distributed to Government agencies and a CAD file on a CD for all work.
- B. Measurement: The quantity of to be paid for under this Item shall be measured as one lump sum quantity. Partial payments will be pro rated throughout the duration of construction of this Project in direct proportion to the percent completion of the work, as determined by the ratio of the payment requested to the total contract price.
- C. Payment: The pay quantities for the work specified under this Item shall be the lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described.

3.04 EROSION AND SEDIMENT CONTROL – BID ITEM NO. 5

- A. Description: The Contractor shall provide erosion and sediment control in accordance with FDEP, NPDES permit and drawings. Contractor shall erect all erosion control measures as indicated on the drawings, including but not limited to silt fence, hay bales and Turbidity barriers. All turbidity barriers shall be maintained and inspected during construction by a Qualified Stormwater Management Inspector and reporting.
- B. Measurement: The quantity to be paid for under this Item shall be measured as one lump sum quantity.
- C. Payment: The pay quantities for the work specified under this Item shall be the lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described.

3.05. PRE – POST COLOR AUDIO VIDEO RECORDS - BID ITEM NO. 6

- A. Description: This item shall include payment for all work required as specified to prepare pre-construction and post-construction records of the work area.
- B. Measurement: Measurement shall be as a single lump sum item of activity.
- C. Payment: Payment for the lump sum bid price shall be 50% upon completion and acceptance of the pre-construction video, and 50% upon completion and acceptance of the post-construction video.

3.06. GOPHER TORTOISE SURVEY AND PERMITTING - BID ITEM NO. 7

- A. Description: This bid item consists of updating the existing gopher tortoise survey within the limits of the Project and preparing, submitting, and obtaining approval to relocate all gopher tortoises necessary for the completion of the project (as defined by Chapter 68A - 27.003 of the FL Administrative Code and per the requirements of the Florida Fish and Wildlife Conservation Commission). The Contractor shall commence with the gopher tortoise survey update immediately upon receiving Notice to Proceed for this Project.
- B. Measurement: The quantity to be paid for under this item shall be measured as one lump sum quantity. Partial payment will be pro-rated throughout the duration of construction of this Project in direct proportion to the percent completion of the work, as determined by the ratio of the payment requested to the total contract price.
- C. Payment: The pay quantity for the work specified under this item shall be the lump sum set forth in the Proposal, which price and payment constitutes full compensation for all the work described herein.

3.07 GOPHER TORTOISES TO BE BUCKET TRAPPED, PULLED, OR MONITORED - BID ITEM NO. 8

- A. Description: This bid item consists of bucket trapping, pulling, or monitoring gopher tortoises in accordance with the Florida Fish and Wildlife Conservation Commission procedures and permit requirements. It shall include all labor, materials, and equipment necessary to trap, pull, and monitor gopher tortoises found within the limits of the Project that do not require burrow excavation.
- B. Measurement: The quantity to be paid for under this item shall be measured per occupied gopher tortoise burrow within the limits of the project that does not require excavation.
- C. Payment: The pay quantity for the work specified under this item shall be the individual (EA) price set forth in the Proposal, which price and payment constitutes full compensation for all the work described herein.

3.08 GOPHER TORTOISE RELOCATION - BID ITEM NO. 9

- A. Description: This bid item consists of relocating gopher tortoises in accordance with the Florida Fish and Wildlife Conservation Commission procedures and permit requirements. It shall include all labor, materials, and equipment necessary to relocate gopher tortoises found within the limits of the Project to a recipient site. All recipient site fees shall also be included.
- B. Measurement: The quantity to be paid for under this item shall be measured per gopher tortoise relocation.
- C. Payment: The pay quantity for the work specified under this item shall be the individual (EA) price set forth in the Proposal, which price and payment constitutes full compensation for all the work described herein.

3.09 FURNISH AND INSTALL, DR 18 C-900 PVC WATERMAIN VIA OPEN CUT – BID ITEM NO. 10 & 12

- A. Description: This bid item describes measurement and payment for furnishing and installing polyvinyl chloride (PVC) installed in open cut trenches. The pay quantities for the work specified under this section shall be the number of linear feet of the types and sizes of pipe specified in the applicable pay items actually constructed and accepted.
- B. Measurement: Measurement will be horizontally above the centerline of the pipe.
- C. Payment: Payment will be per linear foot according to the diameter, thickness class, and type of joint, as set forth on the proposal. The unit bid price includes furnishing and installing all pipe by open cut, and materials above or below ground along the pipeline alignment; polyethylene encasement, joints and jointing materials, joint restraints, mechanical joint sleeves, making pipe connections, pipe coatings, maintenance of flow, bypass pumping as required, thrust blocking, clearing; sheeting, shoring and bracing; dewatering, excavation;

bedding and backfill; compaction and testing; protection and adjusting of existing above ground and underground utilities and service connections; excavation and construction beneath existing ditch blocks including protection or repair of ditch blocks; disposal of spoil; tracer wire, identification tape, hydrostatic testing; flushing, pigging, cleaning, erosion control; protection of culverts and drainage facilities, surface restoration, concrete curb replacement, concrete sidewalk replacement, temporary pavement replacement and all other related and necessary materials, work and equipment required to construct a complete and operable pipeline. For unit price for open cut under paved areas, price includes removal and disposal of asphalt and/or concrete pavement, appropriate compaction, compaction testing, pressure testing, disinfection, and testing, resurfacing in kind, and all incidentals necessary to complete the work except where such are shown to be paid for under a separate item.

3.10 FURNISH AND INSTALL, DR 18 C-900 FUSIBLE PVC/CERTA-LOK WATER MAIN VIA HORIZONTAL DIRECTIONAL DRILL – BID ITEM NO. 11

- A. Description: This bid item describes measurement and payment for furnishing and installing polyvinyl chloride (PVC) installed by horizontal directional drilling (HDD).
- B. Measurement: Measurement will be horizontally above the centerline of the pipe and includes length of any valves or fittings.
- C. Payment: Payment for the work specified under the Section shall be per linear foot for the types and sizes of pipe specified in the applicable pay items, actually constructed, and accepted. The bid price includes pre and post recorded video inspections of existing storm culverts being crossed by the HDD, furnishing all materials, including pipe, tracer wire, plus all the work, tools, equipment, wire line tracking system including electronic locator wire riser assembly complete materials, and incidentals required to construct the pipe by HDD, as shown on the plans and/or as described in the specifications, complete, in place, and accepted. The work includes, but is not limited to assembling, welding, supporting stringing, pulling, contact grouting, testing, pigging, flushing, cleaning, test pits, excavation, backfill, sheeting, shoring, bracing, dewatering, protection of culverts and drainage facilities, erosion and sedimentation control, sod, locating existing utilities in advance of performing any drilling, providing a drilling plan in accordance with the contract documents, providing bore logs to the Owner and all incidentals necessary to complete the work except where such items are shown to be paid for under a separate item.

3.11 FURNISH AND INSTALL VALVE ASSEMBLY COMPLETE – BID ITEM NO. 13 & 16

- A. Description: This bid item describes measurement and payment for furnishing and installing resilient seated gate valves with boxes as shown on the Contract Drawings or where directed by the Project Representative.
- B. Measurement: Measurement will be on an individual basis for each valve and box assembly acceptably installed. The unit price includes furnishing and installing, joint restraints, concrete valve pad, locator wire, work and equipment required to construct a complete and operable valve assembly.

- C. Payment: Payment will be according to the size or type of gate valve assembly as set forth on the Proposal. The unit bid price includes furnishing and installing all incidental items including boxes, restraints etc. as required for a complete assembly.

3.12 FURNISH & INSTALL DUCTILE IRON FITTINGS ASSEMBLY - BID ITEM NO. 14, 15 & 17

- A. Description: This bid item describes measurement and payment for ductile iron pipe fittings, with coatings and restraint assemblies used in installing fittings on ductile iron and PVC pipe used in the construction of the water main.
- B. Measurement: The quantity shall be per each ductile iron pipe fitting acceptably installed as shown on the drawings or where directed by the Project Representative. This bid item includes, but is not limited to, wyes, tees, bends, crosses, plugs, and caps, reducers, and restraining devices.
- C. Payment: Payment will be per each fitting assembly. The unit bid price includes furnishing and installing all fittings and materials above or below ground along the pipeline alignment; joints, and jointing materials; coatings, thrust bracing, shoring, and sheeting; dewatering, clearing, grubbing, and stripping; trenching, bedding and backfill; constructing the specified protection and adjusting of existing above ground and underground utilities and service connections; disposal of spoil; poly wrap; hydrostatic testing; erosion control maintenance of flow, by-pass pumping (as required), surface restoration and all other related and necessary materials, work and equipment required to construct a complete, operable restrained joint pipeline.

3.13 CONNECTION TO EXISTING WATER MAINS - BID ITEM NO. 18 & 19

- A. Description: This bid item describes measurement and payment for furnishing and installing offset fittings and piping, concrete thrust collars and restraints, temporary piping and valves, bypass pumping, pipe removal, for the connection of the new PVC line to the existing water main to ensure uninterrupted flows and complete connection.
- B. Measurement: The quantity to be paid for under this Item shall be measured as each connection as shown on the drawings or where directed by the Project Representative.
- C. Payment: The pay quantities for the work specified under this Item shall be the lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein. The lump sum bid price includes furnishing all materials and bypass piping plus all the work, tools, equipment, materials, and incidentals required, removing, and replacing valves, blow off assembly, fittings to make the line stops to ensure uninterrupted flow through the existing main while the new main is connected as shown on the plans and/or as described in the specifications, complete, in place, and accepted. The work includes, but is not limited to assembling, excavation, backfill, sheeting, shoring, bracing, dewatering, pumping, erosion, sod restoration and sedimentation control, maintenance of flow, bypass piping, and all incidentals necessary to

complete the work except where such are shown to be paid for under a separate item.

3.14 WATER SERVICE CONNECTIONS - BID ITEM NO. 20

- A. Description: This bid item describes measurement and payment for connection of the new water line to the existing water services at locations shown on plans.
- B. Measurement: The quantity to be paid for under this item is per each assembly constructed complete.
- C. Payment: The pay quantities for the work specified under this Item shall be the unit price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein. The unit bid price includes furnishing all materials, including tapping saddle, corporation stop, PET line plus all the work, tools, equipment, materials, and incidentals required to make the service extension as shown on the plans and/or as described in the specifications, complete, in place, and accepted. The work includes, but is not limited to assembling, excavation, backfill, sheeting, shoring, bracing, dewatering, pumping, erosion and sedimentation control, maintenance of flow, bypass piping, and all incidentals necessary to complete the work except where such are shown to be paid for under a separate item.

3.15 ABANDON EXISTING WATER MAIN - BID ITEM NO. 21

- A. Description: This bid item describes measurement and payment for the abandonment of the existing water line at locations shown on plans.
- B. Measurement: The quantity to be paid for under this Item shall be measured as one lump sum quantity.
- C. Payment: The pay quantities for the work specified under this Item shall be the unit price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein. The unit bid price includes furnishing all materials, including mechanical joint caps and mechanical joint restraints plus all the work, tools, equipment, materials, and incidentals required to abandon the existing water line as shown on the plans and/or as described in the specifications, complete, in place, and accepted. No grouting is required. The work includes, but is not limited to assembling, excavation, backfill, sheeting, shoring, bracing, dewatering, pumping, erosion and sedimentation control, maintenance of flow, bypass piping, and all incidentals necessary to complete the work except where such are shown to be paid for under a separate item.

3.16 ROW RESTORATION (SOD) - BID ITEM NO. 22

- A. Description: The Contractor shall provide sod for all disturbed areas within the right of way, easements, and project area. All costs of material, including sod, labor, equipment, fertilization, watering, and maintenance shall be included in the lump sum price. Sod placed within residential areas shall be placed and matched including type of sod.
- B. Measurement: The quantities to be paid for this item will be per unit price furnished and installed, completed, and accepted.
- C. Payment: Payment will be made at the lump sum quantity for all materials, labor, and equipment required to perform the work. Partial payments for sod shall be no more than 75% until 90 days maintenance is completed or the time of Substantial Completion.