



**SECTION IX  
ATTACHMENT 17**

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

This Contract, entered into this 24<sup>th</sup> day of May, 2022, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and B.R.W. Contracting, Inc., hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

**LANDFILL CELL 4 DIRT EXCAVATION**

**ITB NO. 22-C00025/DK**

**BROOKSVILLE, FL 34614**

**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. 22-C00025/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 – Construction Specifications  
Exhibit B - Plans/Drawings

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 **Mark Roberts, P.E., HDR Engineering, Inc.**, for the plans and specifications. **Scott Harper, Hernando County Solid Waste and Recycling 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 **three hundred sixty-five (365)** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within **three hundred ninety-five (395)** 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 **one hundred dollars (\$100.00)**. 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:

Six Million, Nine Hundred Eighty-Seven Thousand, Five Hundred and 00/100	<u>(\$6,987,500.00)</u>
(words)	(figure)

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 and Demobilization	LS	1	\$ 450,000.00	\$ 450,000.00
2	Unclassified Material Excavation and Stockpiling	CY	2,000,000	\$ 2.95	\$ 5,900,000.00
3	Surveying	LS	1	\$ 50,000.00	\$ 50,000.00
4	Establish and Maintain Erosion and Sediment Control Measures	LS	1	\$ 265,000.00	\$ 265,000.00

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
5	Soil Backfill	CY	50,000	\$ 2.95	\$ 147,500.00
6	Rock Excavation (if Encountered)	CY	50,000	\$ 3.50	\$ 175,000.00
	<b>TOTAL BASE BID</b>				<b>\$ 6,987,500.00</b>

ESTIMATED TOTAL OF ALL UNIT PRICE WORK                      \$    Six Million, Nine Hundred                      (\$6,987,500.00)  
    Eighty-Seven Thousand, Five  
    Hundred and 00/100  
    (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 Six Million, Nine Hundred Eighty-Seven Thousand, Five Hundred and 00/100 Dollars (\$6,987,500.00) 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

B.R.W. CONTRACTING, INC.

\_\_\_\_\_

\_\_\_\_\_

By: STEVE CHAMPION

By: James M. Pietracetella, Jr.

Title: CHAIRMAN

Title: President

[CORPORATE SEAL]

[CORPORATE SEAL]

Susan Bureau, Deputy Clerk

Heather Whipple

Attest: Douglas A. Chorvat, Jr.

Attest: Admin Assist

Title: Clerk of Circuit Court & Comptroller

Title: Admin Assist

Address for giving notices:

Address for giving notices:

15470 Flight Path Dr.

2522 Hunt Rd.

Brooksville, FL 34604

Land O' Lakes, FL 34638

Agent for service of process:

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



## SOLICITATION - OFFER - AWARD

SOLICITATION NO: <b>22-C00025/DK</b>	SOLICITATION TITLE: <b>LANDFILL CELL 4 DIRT EXCAVATION</b>	DATE ISSUED: <b>FEBRUARY 9, 2022</b>	CONTRACT NO: <b>22-C00025/DK</b>
ISSUED BY: <b>BOARD OF COUNTY COMMISSIONERS                  HERNANDO COUNTY, FLORIDA                  Steve Champion, Chairman                  John Allocco, Vice Chairman                  Elizabeth Narverud, Second Vice Chairman                  Wayne Dukes                  Jeff Holcomb</b>		SUBMIT BID OFFER TO: <b>HERNANDO COUNTY                  PURCHASING AND CONTRACTS                  15470 FLIGHT PATH DR.                  BROOKSVILLE, FL 34604                  Toni Brady                  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 MARCH 16, 2022.** 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 MARCH 16, 2022.** 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 LANDFILL CELL 4 DIRT EXCAVATION, as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida.  (SEE ATTACHED SPECIFICATIONS)	X	XXXXX	XXXXXXXXXX	\$ <u>6,987,500.00</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 <b>ONE HUNDRED TWENTY (120) DAYS</b> 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>B.R.W. Contracting, Inc</b> Company Name 2522 Hunt Road Address Land O' Lakes, FL                                  34638 City    State    Zip Code (813) 996-5882                                  (813) 996-1129                                  jimp@brwcontracting.org Phone Number                                  Fax Number                                  Email Address	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: BIDDER'S SIGNATURE 	OFFER DATE 03/30/2022	

### AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 1/26/22	LR NO.: 2022-41	BY: Kyle Benda
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: <b>Hernando County                  Solid Waste And Recycling Department                  14450 Landfill Road,                  Brooksville, Fl 34614</b>		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY: SIGNATURE:
		AWARD DATE: 5-24-2022



## SOLICITATION - OFFER - AWARD

SOLICITATION NO: <b>22-C00025/DK</b>	SOLICITATION TITLE: <b>LANDFILL CELL 4 DIRT EXCAVATION</b>	DATE ISSUED: <b>FEBRUARY 9, 2022</b>	CONTRACT NO: <b>22-C00025/DK</b>
ISSUED BY: <b>BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA Steve Champion, Chairman John Allocco, Vice Chairman Elizabeth Narverud, Second Vice Chairman Wayne Dukes Jeff Holcomb</b>		SUBMIT BID OFFER TO: <b>HERNANDO COUNTY PURCHASING AND CONTRACTS 15470 FLIGHT PATH DR. BROOKSVILLE, FL 34604 Toni Brady 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 MARCH 16, 2022.** 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 MARCH 16, 2022**, 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 LANDFILL CELL 4 DIRT EXCAVATION, as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida.  <small>(SEE ATTACHED SPECIFICATIONS)</small>	x	XXXXX	XXXXXXXXXX	\$6,987,500.00

### 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>B.R.W. Contracting, Inc</b> <hr/> <small>Company Name</small> 2522 Hunt Road <hr/> <small>Address</small> Land O' Lakes, FL      34638 <hr/> <small>City</small> <small>State</small> <small>Zip Code</small> (813) 996-5882      (813) 996-1129      jim@brwcontracting.org <hr/> <small>Phone Number</small> <small>Fax Number</small> <small>Email Address</small>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: <hr/> <small>BIDDER'S SIGNATURE</small>  <hr/> <small>OFFER DATE</small> 03/30/2022
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### AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 1/26/22	LR NO.: 2022-41	BY: Kyle Benda
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO:  <b>Hernando County Solid Waste And Recycling Department 14450 Landfill Road, Brooksville, FL 34614</b>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
	SIGNATURE:	AWARD DATE:

**SECTION VII - BID FORM - REVISED**

**BID FORM**

**FOR**

**ITB NO. 22-C00025/DK – LANDFILL CELL 4 DIRT EXCAVATION**

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 and Demobilization	LS	1	\$450,000.00	\$450,000.00
2	Unclassified Material Excavation and Stockpiling	CY	2,000,000	\$2.95	\$5,900,000.00
3	Surveying	LS	1	\$50,000.00	\$50,000.00
4	Establish and Maintain Erosion and Sediment Control Measures	LS	1	\$265,000.00	\$265,000.00
5	Soil Backfill	CY	50,000	\$2.95	\$147,500.00
6	Rock Excavation (if Encountered)	CY	50,000	\$3.50	\$175,000.00

**TOTAL BASE BID: \$ 6,987,500.00**

**TOTAL BASE BID (in words): Six Million Nine Hundred Eighty Seven Thousand Five Hundred DOLLARS**

**B.R.W. Contracting, Inc**  
 \_\_\_\_\_  
 Company Name

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

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



**SECTION VII - BID FORM Continued - REVISED**

**BID SUBMISSION**

**FOR**

**ITB NO. 22-C00025/DK – LANDFILL CELL 4 DIRT EXCAVATION**

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:

**LANDFILL CELL 4 DIRT EXCAVATION**

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.

B.R.W. Contracting, Inc

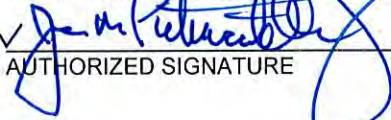
COMPANY NAME

2522 Hunt Road

MAILING ADDRESS

Land O' Lakes, FL 34638

CITY, STATE AND ZIP CODE

✓   
AUTHORIZED SIGNATURE

James Pietracatella Jr.

CONTACT PERSON (Name)

President

(Title)

James Pietracatella Jr.

NAME (Print)

(813) 996-5882 (813) 996-1129 jimp@brwcontracting.org

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 ONE (1)

TO HERNANDO COUNTY, FLORIDA for

22-C00025/DK Landfill Cell 4 Dirt Excavation

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and doing such other work incidental thereto, all in accordance with the Contract documents, marked

22-C00025/DK Landfill Cell 4 Dirt Excavation

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Every Bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the Bidder to whom an award is made and by those officials authorized to do so on behalf of Hernando County, Florida, that no such award or signing shall be considered a binding Contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the County Attorney as to the form and legality of the Contract and all the pertinent documents relating thereto having been approved by said County Attorney; and such Bidder is hereby charged with this notice.

The signer of the Proposal, as Bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in the Proposal, that he has carefully examined the Advertisement of Bid, Solicitation Instructions, Contract Specifications, Plans, Supplementary Conditions for Federal/State Requirements, General Conditions, Special Conditions, Special Provisions and Contract Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will Contract with Hernando County, Florida in the form of Contract hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the Contract within the time mentioned in the Contract Documents according to the requirements of Hernando County, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:



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 see attached bid bond Bank,  
for the sum of: 5% of amount Bid (\$ 5% of amount Bid ).

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:

ADDRESSES:

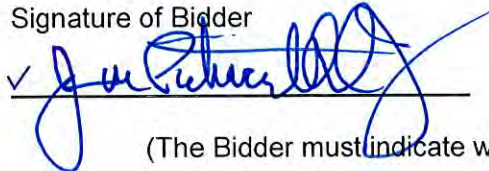
James Pietracatella Jr. - President

2522 Hunt Road

Randy Blankenship - Secretary/Treasurer

Land O' Lakes, FL 34638

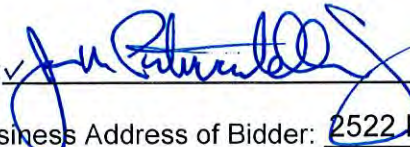
Signature of Bidder

✓ 

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

PROPOSAL THREE (3)

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice-President, he must, by affidavit, show his authority to bind the Corporation.

By: ✓  Title: ✓ President

Business Address of Bidder: 2522 Hunt Road

City/State/Zip: Land O' Lakes, FL 34638

Dated at: BRW Contracting, this 30th day of March A.D., 20 22.

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

**SECTION VIII**  
**ATTACHMENT 1**  
**STATEMENT OF NO BID**

If you do not intend to BID on this requirement, please return this form immediately to:

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

We, the undersigned, have declined to submit a proposal on: \_\_\_\_\_

\_\_\_\_\_

Reason:

- Specifications too tight, geared toward one (1) brand or manufacturer (explain below)
- Insufficient time to respond.
- Specifications unclear (explain below)
- We do not offer this product/services.
- Our present schedule does not permit us to perform.
- Unable to meet specifications or provide services.

Remarks:

\_\_\_\_\_

\_\_\_\_\_

We understand that if this Statement of No Bid is not executed and returned, our name may be deleted from the list of qualified Bidders.

COMPANY NAME:

B.R.W. Contracting, Inc  
\_\_\_\_\_

ADDRESS:

2522 Hunt Road  
\_\_\_\_\_

Land O' Lakes, FL 34638  
\_\_\_\_\_

PHONE: 813-996-5882  
\_\_\_\_\_

SIGNATURE: ✓  \_\_\_\_\_

TITLE: President  
\_\_\_\_\_



**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) B.R.W. Contracting, Inc

- 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".

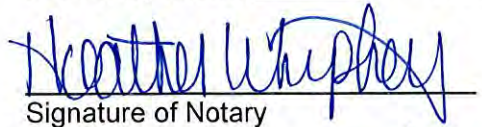
  
 \_\_\_\_\_  
 Authorized Signature  
 03/30/2022  
 \_\_\_\_\_  
 Date Signed

State of: Florida

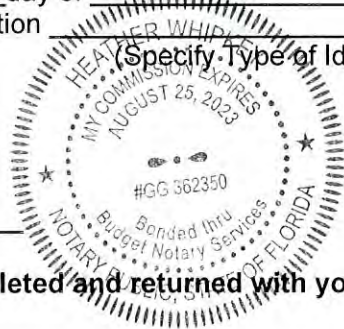
County of: Pasco

Sworn to and subscribed before me this 30th day of March, 2022

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

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

My Commission Expires: 8/25/23



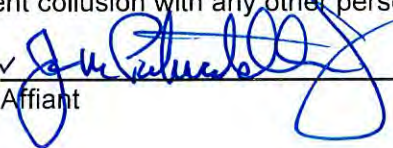
**This document should be completed and returned with your Submittal.**

**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.

B.R.W. Contracting, Inc with James Pietracatella Jr. as 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.

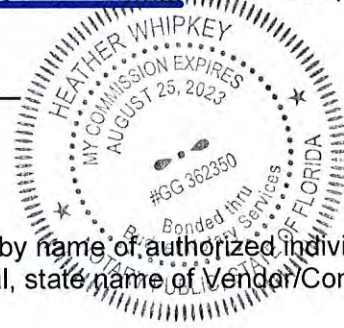
✓   
Affiant

STATE OF Florida  
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 30th day of March, 20 22

by James Pietracatella Jr., who is personally known to me or who has produced as identification and who did take an oath.

  
Notary Public: Heather Whipkey  
My Commission Expires: 8/25/23



\*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 James Pietracatella Jr. - President  
[print individual's name and title]

for B.R.W. Contracting, Inc  
[print name of entity submitting sworn statement]

whose business address is 2522 Hunt Road Land O' Lakes, FL 34638

(if applicable) its Federal Employer Identification Number (FEIN) is 26-0000205  
(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]

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.

*James Pietracatella Jr.* 03/30/2022  
[signature] [date]

STATE OF FLORIDA  
COUNTY OF Pasco

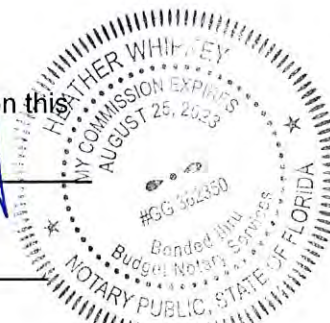
PERSONALLY APPEARED BEFORE ME, the undersigned authority

James Pietracatella Jr. who, after first being  
[Name of Individual Signing]  
sworn by me, affixed his signature in the space provided above on this

30th day of March, 2022

*Heather Whifley*  
NOTARY PUBLIC

My commission expires: 8/25/23



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: 26-0000205

Please attach your completed W-9 Form

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

Firm Name: B.R.W. Contracting, Inc

Mailing Address: 2522 Hunt Road

City Land O' Lakes State FL Zip 34638

Telephone No. (813) 996-5882 Fax No. (813) 996-1129

Web Address: www.brw-fl.com EMail: jimp@brwcontracting.org

Commodity or Service Supply: Complete Site Development, Underground Utilities, Paving, Concrete

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

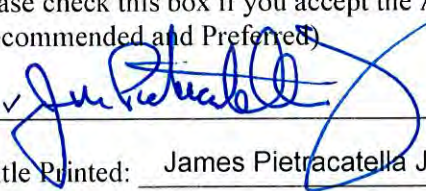
Firm Name: \_\_\_\_\_

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: James Pietracatella Jr. - President

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

**SECTION VIII  
ATTACHMENT 7**

**LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY**

**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

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

by James Pietracatella Jr. - President

[Print individual's name and title]

for B.R.W. Contracting, Inc

[Print name of Company/Individual submitting sworn statement]

Whose business address is 2522 Hunt Road Land O' Lakes, FL 34638

(If applicable) its Federal Employer Identification Number (FEIN) is 26-0000205

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement) :

2. **LOCAL PREFERENCE ELIGIBILITY**

A. Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of Bid or Quote? YES  NO

B. Proof of Real Property Tax Submitted with Affidavit: YES NO

C. Copy of Florida Division of Corporations Annual Report Submitted with Affidavit: YES NO

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE HERNANDO COUNTY PURCHASING AND CONTRACTS FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE SUBMITTED WITH EACH BID OR QUOTE SUBMITTED TO HERNANDO COUNTY.**

[Signature]

03/30/2022

[Date]

STATE OF FLORIDA

COUNTY OF Pasco

PERSONALLY APPEARED BEFORE ME, the undersigned authority James Pietracatella Jr. who, after first being Sworn by me, affixed his signature in the space provided above, on this 30th Day of March, 2022.

[Signature]  
NOTARY PUBLIC

My commission expires: 8/25/23

Personally Known  or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



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

Bid/Contract No: 22-C00025/DK Landfill Cell 4 Dirt Excavation

Financial Project No(s): N/A

Project Description: Construction of a new landfill cell with the addition of a  
stormwater pond and stockpiling all material onsite

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: B.R.W. Contracting, Inc

Authorized Signature: ✓ 

Print Name: James Pietracatella Jr.

Title: President

Date: 03/30/2022

**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 three (3) 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 \$6,600,000.00.
- Similar in size and scope to the Hernando Cell 4 Dirt Excavation

**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) Earthwork Bidder
- (2) Clearing and Grubbing Bidder
- (3) Erosion and Sediment Control Bidder & A1 Silt Fence
- (4) Surface Water Drainage Bidder

**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
Underground Utility & Excavation - CUC1225733		Expires 08/31/2022	

**D. ORGANIZATION CHART:**

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

### 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 Landfill Cell 4 Dirt Excavation, 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 construction of individual earthwork projects involving site clearing, excavating, hauling, placing, and grading for a minimum of 2 million cubic yards of soil.

Dollar Tree Distribution Center - 1,500,000 CY Moved

---

Epperson & Mirada Projects - 1,750,000 CY Moved

---

Rooms To Go Phases 1 thru 5 - 1,400,000 CY Moved

---

2) Document prior experience in erosion and sediment control.

We have performed over 150 projects and have had to provide and maintain the erosion and sediment control from start to finish. The silt fence subcontractor we use has over 30+ years in the business.

---

---

**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>	H & M Construction Co. Inc
<b>Reference Contact Person</b>	Harley Jones
<b>Reference Address</b>	50 Security Drive Jackson, TN 38305
<b>Reference Phone No.</b>	Direct: (731) 660-3228 Cell: (731) 225-2592
<b>Reference Email Address</b>	hjones@hmcompany.com
<b>Project Name</b>	Dollar Tree Distribution Center Phase 1 and Phase 2
<b>Project Location</b>	Ocala, FL
<b>Contractor Project Manager</b>	James Pietracatella Jr.
<b>Site Superintendent</b>	Mike Nobles
<b>Contract Amount</b>	\$20,000,000
<b>Date Project Commenced</b>	Phase 1 Started January 2020
<b>Date of Substantial Completion</b>	Phase 2 Ongoing
<b>Date of Final Completion</b>	Phase 2 60% Complete Ongoing
<b>Description of Work Performed</b>	Complete Site Development of a 1.5 Million SF Distribution Center with associated parking and underground utilities

**REFERENCE 2**

<b>Reference Business/Owner Name</b>	Metro Development
<b>Reference Contact Person</b>	Marc Schwartz
<b>Reference Address</b>	2502 N. Rocky Point Drive
<b>Reference Phone No.</b>	Direct: (813) 288-8078 Ext. 307 Mobile: (727) 439-0519
<b>Reference Email Address</b>	marc@metrodg.com
<b>Project Name</b>	Epperson & Mirada Projects
<b>Project Location</b>	Wesley Chapel, FL
<b>Contractor Project Manager</b>	James Pietracatella Jr.
<b>Site Superintendent</b>	Mike Nobles
<b>Contract Amount</b>	\$16,500,000
<b>Date Project Commenced</b>	March 2020
<b>Date of Substantial Completion</b>	First Phases Complete June 2021 Secondary Phases Ongoing
<b>Date of Final Completion</b>	80% Complete through remaining phases
<b>Description of Work Performed</b>	Complete Site Development of more than 1,000 residential lots with large stormwater ponds and associated roadways and underground utilities

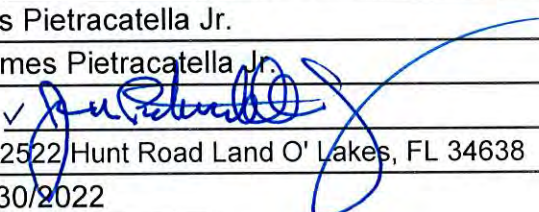
### ATTACHMENT 9 Continued

#### REFERENCE 3

<b>Reference Business/Owner Name</b>	Miller Construction
<b>Reference Contact Person</b>	Steve Glascott
<b>Reference Address</b>	630 N. Wymore Road, Suite 300 Maitland, FL 32751
<b>Reference Phone No.</b>	Direct: (407) 919-6077 Cell: (321) 436-3644
<b>Reference Email Address</b>	sglascott@millerconstruction.com
<b>Project Name</b>	Rooms To Go Distribution Center Phase 1 thru 5
<b>Project Location</b>	Lakeland, FL
<b>Contractor Project Manager</b>	James Pietracatella Jr.
<b>Site Superintendent</b>	Mike Nobles
<b>Contract Amount</b>	\$15,000,000
<b>Date Project Commenced</b>	Phase 1 Started 2012
<b>Date of Substantial Completion</b>	Phase 5 Completed September 2021
<b>Date of Final Completion</b>	Phase 5 Completed October 2021
<b>Description of Work Performed</b>	Complete site development of over 1.6 million SF of distribution center with associated parking and underground utilities

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 B.R.W. Contracting, Inc  
 By James Pietracatella Jr.  
 Name James Pietracatella Jr.  
 Signature    
 Address 2522 Hunt Road Land O' Lakes, FL 34638 Phone (813) 996-5882  
 Date 03/30/2022

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

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

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

MVA





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

**PIETRACATELLA, JAMES JR**

B.R.W. CONTRACTING, INC.  
2522 HUNT ROAD  
LAND O'LAKES FL 34638

**LICENSE NUMBER: CUC1225733**

**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.





## **JAMES PIETRACATELLA** **PRESIDENT**

*Mr. Pietracatella has over 35 years civil construction experience at all levels. Mr. Pietracatella has worked for many clients both of private sector and public to include FDOT, Hernando County, Pasco County, Hillsborough County, and Polk County. He has effectively served as Project Manager, Estimating Manager, General Manager, Vice President and now President for B.R.W.*

*Mr. Pietracatella is especially effective in developing and maintaining clear project communications that provide quick response to challenges as they surface that result in successful project completions. Mr. Pietracatella has successfully managed and completed over \$100M in projects within in the last 5 years with B.R.W. He has substantial knowledge in all aspects of Site Development that include land clearing, mass grading, retention pond excavation, concrete curb and flat work, road and parking lot construction that include base, asphalt paving, striping and signage, underground utilities including storm, water, fire, sewer/force mains and lateral services.*

### **REPRESENTATIVE PROJECTS**

**PROJECT FARMER, OCALA, FL.** Jim oversaw this \$8M project that consisted of the On-Site Grading & Drainage for a new Distribution Facility located on SW County Highway 484. This project included site development for a new 500,000 SF distribution facility that consisted of Earthwork, Foundations, Trench Excavation and Backfill, Erosion Sediment Control, Site Drainage, Landscaping Work (Sod), Lawn Seeding, Crushed Stone Base, Asphaltic Concrete Paving, Portland Cement Concrete Paving and Concrete Curbs

**BEST BUY WAREHOUSING LOGISTICS, POLK CITY, FL.** Jim oversaw this \$6.2M build-to-suit project that consisted of approximately 650,808 SF warehouse/distribution center on a 45.7-acre site located on the east side of Commonwealth Avenue (State Road 33) near Mount Olive Road

**GRAND OAKS 75 BUSINESS CENTER, RIVERVIEW, FL.** Jim oversaw this \$2.3M project. Work included earthwork, curbing, asphalt paving and stabilized subbase, parking striping and signage, site utilities and demolition services for construction of a 170,000 SF business center building.

**EXETER AIR COMMERCE PARKWAY, ORLANDO, FL** Jim directed this \$2.8M sitework project for a 561,750 SF warehouse building that included clearing, grubbing and earthwork, concrete curbs, excavation of 28,500 CY of unsuitable materials, export of 14,500 CY of muck, paving and surfacing,

**CENTERSTATE LOGISTICS, LAKE LAND, FL** Jim supervised this \$5M project. Work included sitework services for the construction of a 600,000 square foot industrial distribution warehouse center that included clearing and grubbing, earthwork, underground utilities, paving, concrete flatwork, curb, striping and signage, walks and patios, roof drainage, storm water, fire lie, domestic water services and sanitary sewer system.

**CHEWY.COM WAREHOUSE, OCALA, FL** Jim directly monitored every aspect of this \$4.1M project. include all necessary site improvements and construction of a 611,676 SF cross dock warehouse. The building was constructed with shallow foundation systems, concrete slab-on-grade, conventional steel framing and metal roof deck, load bearing tilt-up concrete wall panels, storefront glass, a fully adhered EPDM roof system, and included a full coverage ESFR fire suppression system with diesel pump and reservoir tank, as well as complete mechanical, electrical, and plumbing systems

**MEDLINE DISTRIBUTION CENTER, AUBURNDALE, FL** Jim was responsible for assisting with the design and construction aspect of this \$4.5M project. Work included site preparation for an 830,000 square-foot distribution center through clearing and stripping of topsoil, demo, sanitary sewer, water service, fire water system, storm drainage and pavements.

**LOVE'S TRUCK STOP, DAVENPORT, FL** Jim supervised the construction of a new Travel Stop located at the southwest corner of the intersection US Highway 27 and Waverly Barn Road. The project included site work services for an 11-acre site and a paved area of 270,000 SF. This project had 200,000 cubic yards of import fill dirt.

**COMPANY: B.R.W. CONTRACTING, INC**

**TOTAL YEARS EXPERIENCE: 35**

**PROFESSIONAL CREDENTIALS:**

OSHA 10-hour, Excavation & Trench Safety,  
Confined Spaces, Storm Water

**EDUCATION: BS,** Chemical Engineering, Penn  
State University. 1983





**MIKE NOBLES**  
**General Superintendent**

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*EXPERIENCE:* Mike has a thorough understanding of road construction equipment, techniques and operations in all elements of road construction and traffic control. His specialties include maintenance and protection of traffic, managing subcontractors and resources, and administrative reporting, with an eye toward improving scheduling and maintaining project safety. His training includes OSHA 40-hour training and CPR Training.

2014 - Present

**B.R.W. Contracting, Inc. – Land O’ Lakes, FL**  
***Project Superintendent***

Overseeing Complete Site Development include clearing, mass grading, ponds, excavating. Road Construction  
And new construction of underground utilities including storm, water, and sewer Mains and Services. Parking lot construction including base work and asphalt paving, striping and signage.

2007 - 2014

**B.R.W. Contracting, Inc. – Land O’ Lakes, FL**  
***Estimator***

Duties included preparing bid packages for county agencies, private developers, commercial general contractors, etc. Focus is on estimating earth work, underground utilities, road work, concrete, etc.

2005 – 2007

**Waterford Construction & Development, Inc**  
***Land Development Coordinator***

Responsibilities included managing complete site infrastructure from permitting through occupancy, including contract negotiations, budgeting, site preparation, overseeing Subcontractor’s installation of all utilities and roadwork in private, commercial and FDOT sectors.

***LICENSES/CERTIFICATIONS:***

- OSHA Trenching and Excavating
- Confined Space Entry
- Maintenance of Traffic
- CPR & First Aid Training
- 40-hour OSHA Hazmat Training

***EDUCATION:***

- High School Diploma



2522 Hunt Road, Land O Lakes FL 34639  
Office 813-996-5882 Fax 813-996-1129

## Project Organization Chart

James Pietracatella Jr. President

Contract Executed



James Pietracatella Jr.

Project Manager



Mike Nobles

Site Superintendent




**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 stabled 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 \$ \_\_\_\_\_ 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. _____			\$ _____	\$ _____
B. _____			\$ _____	\$ _____
C. _____			\$ _____	\$ _____
D. _____			\$ _____	\$ _____
TOTAL:			_____	_____

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: B.R.W Contracting, Inc  
 By:  ,03/30/2022  
 Authorized Signature Date

**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 ]

Randy Blankenship being duly sworn, deposes and says that he is Secretary of B.R.W. Contracting, Inc, a Corporation organized and existing under and by virtues of the laws of the State of Florida, and having its principal office at:

2522 Hunt Road Land O' Lakes, FL 34638 (Address)

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

B.R.W. Contracting, Inc (Name of Corporation) of the Corporation, is duly authorized to sign Secretary/Treasurer (Title)

the Bid for 22-C00025/DK Landfill Cell 4 Dirt Excavation for said Corporation by virtues of:

Bylaws

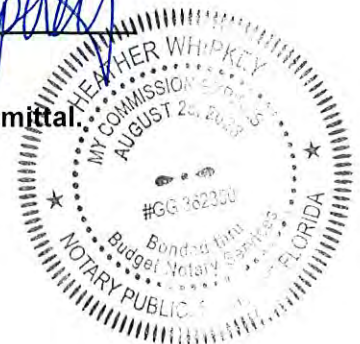
(State whether a provision of bylaws or a Resolution of the Board of Directors. If by Resolution, give date of adoption).

[Signature]  
Affiant

Sworn to before me this 30th day of March, 2022.

[Signature]  
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):

B.R.W. Contracting, Inc.  
2522 Hunt Road, Land O' Lakes, FL. 34638

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

Frankenmuth Mutual Insurance Company  
1 Mutual Drive, Frankenmuth, MI. 48787

OWNER:

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

BID

Project:

**22-C00025/DK – LANDFILL CELL 4 DIRT EXCAVATION**

**BROOKSVILLE, FLORIDA**

BOND

Bond Number: N/A

Date (Not later than Bid due date): March 30, 2022

Penal sum Five Percent of Total Amount Bid in U.S. Dollars -- \$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

B.R.W. Contracting, Inc. (Seal)  
Vendor/Contractor's Name and Corporate Seal

By: *[Signature]*  
Signature and Title

Attest: *[Signature]*  
Signature and Title Admin Assist.

SURETY

Frankenmuth Mutual Insurance Company  
Surety's Name and Corporate Seal



By: *[Signature]*  
Signature and Title David B. Shick, Attorney-In-Fact & Licensed FL Res Agent #A241176

Attest: *[Signature]*  
Signature and Title Melanie Braccia, Witness

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.

FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

David B. Shick

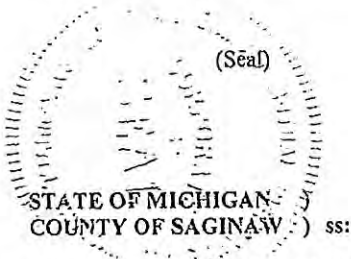
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company
By Frederick A. Edmond, Jr.,
President and Chief Operating Officer

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

Dianne L. Voss (Seal)
Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 30 day of March, 20 22.

Andrew H. Knudsen
Andrew H. Knudsen, Vice President



ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



**SECTION VIII**  
**ATTACHMENT 14**  
**VENDOR CERTIFICATION REGARDING**  
**SCRUTINIZED COMPANIES**

Respondent Vendor Name: B.R.W. Contracting, Inc

Vendor/Contractor FEIN: 26-0000205

Vendor/Contractor's Authorized Representative Name and Title:  
James Pietracatella Jr. - President

Address: 2522 Hunt Road

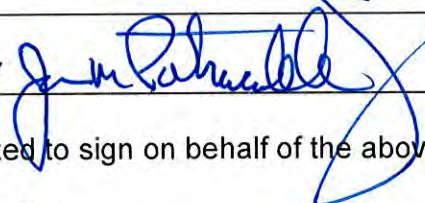
City: Land O' Lakes State: FL Zip: 34638

Phone Number: (813) 996-5882

Email Address: jimp@brwcontracting.org

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:  

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

Print Name and Title:  
James Pietracatella Jr. - President

Date: 03/30/2022

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



**SECTION VIII**  
**ATTACHMENT 15**

**HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT**

03/30/2022  
(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

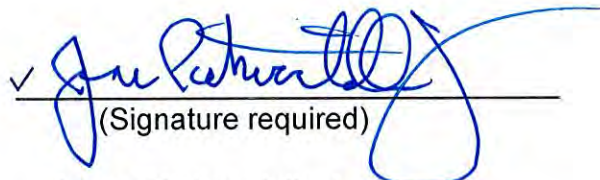
Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a Relative or Member of the Household of a current Hernando County Employee that had or will have any involvement with this Procurement or Contract Authorization?  
No  Yes

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:

jimp@brwcontracting.org  
(Email address)

2522 Hunt Road Land O' Lakes, FL 34638  
(Address)

✓   
(Signature required)

(813) 996-5882  
(Phone)

James Pietracatella Jr.  
(Print name)

(813) 996-1129  
(Fax)

President  
(Print title)

26-0000205  
(Federal Taxpayer ID Number)

### ATTACHMENT 15 Continued

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

<b>Part A: Employees that left Hernando County in the last two years.</b>			
Employee Name/Signature	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
Name: _____  Sign: _____ <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>			
Name: _____  Sign: _____ <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>			
Name: _____  Sign: _____ <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>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.</b>			
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.   1   Dated   March 7, 2022  

Addendum No.   2   Dated   March 18, 2022  

Addendum No.   3   Dated   March 25, 2022  

Addendum No.            Dated                           

**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.**

B.R.W. Contracting, Inc  
Company Name

✓   
Authorized Signature

**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

**LANDFILL CELL 4 DIRT EXCAVATION**

IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 22-C00025/DK**

**BID DUE DATE: ~~MARCH 16, 2022~~ MARCH 30, 2022**

**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 **LANDFILL CELL 4 DIRT EXCAVATION**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

**A. AMENDMENT TO SECTION II – SOLICITATION INSTRUCTIONS**

**Section 4 TIMETABLE:**

Date of Distribution:	<b><u>FEBRUARY 9, 2022</u></b>
Non-Mandatory Pre-Bid:	<b><u>FEBRUARY 18, 2022, AT 2:30 PM</u></b>
Last Date of Inquiries:	<b><u>MARCH 3, 2022, AT 5:00 PM</u></b> <b>MARCH 16, 2022, AT 5:00 PM</b>
Bids Due:	<b><u>MARCH 16, 2022, AT 3:00 PM</u></b> <b>MARCH 30, 2022, AT 3:00 PM</b>

**B. CLARIFICATIONS**

1. Question: Can the CAD files be made available for this project?  
  
Answer: The CAD can be located at <ftp://ftp.hernandocounty.us/purdocs/22-C00025%20Landfill%20Cell%204%20Dirt%20Excavation/>. Copy and paste the above link into your browser.
  
2. Question: Can the deadline for questions be extended by 3 businesses after the release of the first addendum and the bid due date changed accordingly?  
  
Answer: Question deadline extended to **March 16, 2022, at 5:00 PM**  
Bid Due date changed to **March 30, 2022, at 3:00 PM**
  
3. Question: For clarification, the excavation is considered "unclassified" and no additional payments will be considered for any material that classifies as "rock" as identified in specification 31 23 17?

Answer: Rock excavation is not anticipated but if the Contractor encounters material classified as 'Rock' per Specification 31 23 17 Part 1.3A then the Bidder shall use the \$/CY amount they include in the bid form under "Rock" in Line 6 in the request for payment application. Note that the boulder volume is increased from 0.5 CUYD to 1.5 CUYD to classify under rock definition in Section 31 23 17 and/or referred anywhere else in the contract documents. Refer to specifications for quantity measurement methods for rock excavation payment. **See attached "Exhibit A"**.

4. Question: Since blasting is not permitted what will the procedure be if pneumatic hammering is unsuccessful of rock removal?

Answer: As stated in the specifications, blasting is not allowed. Contractor shall determine other means and methods to remove rock to meet lines and grades shown in the contract drawings.

5. Question: What are we to do when we encounter the lime rock?

Answer: As stated in the specifications, blasting is not allowed. Contractor shall determine other means and methods to remove rock to meet lines and grades shown in the contract drawings.

6. Question: The excavated material from the DRA, can this be utilized for the backfill to generate the top of bank?

Answer: Material meeting sand definition in Section 31 23 00 is not allowed to use as backfill material.

7. Question: Are we to provide our own Geotech for Q/C of the entire project or just densities for the berm?

Answer: Responsibility of the Contractor's Soils Engineer is illustrated in the Contract Documents. The services are limited to backfill portion of the Work.

8. Question: Is the soil backfill only for the berm creating the top of bank on the cell?

Answer: Refer to Contract Drawings.

9. Question: Can work be completed on Saturdays and can we install our own lock to access the landfill?

Answer: Yes, the facility is open six (6) days a week.

10. Question: Being that the plans are broken into phases, is the work to be checked and certified before continuing to the next phase?

Answer: No.

11. Question: Can clearing debris be burned in the area for the DRA?

Answer: No, there is a yard waste area within eight hundred (800) feet of the DRA.

12. Question: The cost of rock excavation is not addressed in the work scope and no rock excavation item appears on the bid form. As it is known that rock will be encountered, but not how much, can a line item be added to the bid form to address this work and provide an approximate quantity/form of payment?



Answer: Rock excavation is not anticipated but if the Contractor encounters material classified as 'Rock' per Specification 31 23 17 Part 1.3A then the Bidder shall use the \$/CY amount they include in the bid form under "Rock" in Line 6 in the request for payment application. Note that the boulder volume is increased from 0.5 CUYD to 1.5 CUYD to classify under rock definition in Section 31 23 17 and/or referred anywhere else in the contract documents. Refer to specifications for quantity measurement methods for rock excavation payment. **See attached "Exhibit A"**.

13. Question: Where on the site is excavated rock to be stockpiled?

Answer: Use additional area assigned for unclassified material to stockpile rock.

14. Question: Based upon our calculations, and allowing for any rock excavation related delays, the project will likely take longer than the stipulated timeframe. Therefore, we ask that the time to substantial completion be increased to four hundred fifty-five (455) calendar days, with final completion in four hundred eighty-five (485) calendar days.

Answer: No.

15. Question: Under which bid item should the cost for the work involved with the "Proposed Turnaround Area" shown on plan sheet 00C-03 be included?

Answer: Should be Part of Bid Item #1.

16. Question: Is water available onsite for dust control and soil moisturizing?

Answer: There is a stormwater pond available for Contractor's use. No additional water supply available.

17. Question: Will the soil stockpiles need to be seeded? If so, does this apply for all of the stockpiles, including the sand stockpile?

Answer: Yes, Refer to Section 31 25 00 except Sand Stockpile.

18. Question: Note #1 on plan sheet 00C-04 states that the "Contractor shall establish permanent vegetation on all constructed slopes upon completion of each excavation phase." What type of vegetation will be required? Also, under which bid item should the cost of this work be included?

Answer: At a minimum seeding is required. Cost should be included with Bid Item # 4.

19. Question: Will it be allowable to utilize the proposed topsoil stockpile area for disposal of clearing debris from the DRA #4A area? If not, where is the designated onsite location for disposal of clearing debris?

Answer: No. Site clearing waste to be disposed at County yard waste drop-off location. Within eight hundred (800) feet

20. Question: In the DRA #4A area, there is an existing fence line on the east side of the proposed excavation area. Will this fence simply be removed, or does it need to be re-installed/relocated?


Answer: East side fence from DRA #4 can be demolished.

21. Question: Since this area is to go into service as soon as it has been excavated/graded, will the grading tolerances for this area be tighter than that of the cell area (1' +/-)?

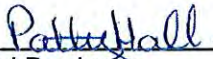
Answer: A +/- 1 foot tolerance is sufficient

22. Question: Will the DRA #4A area need to be sodded by the Contractor?

Answer: Seeding required.

✓   
\_\_\_\_\_  
Acknowledged

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY

  
\_\_\_\_\_  
for: Toni Brady  
Chief Procurement Officer, Hernando County

Issued: March 7, 2022



**ADDENDUM NO. TWO (2)**  
TO  
THE CONTRACT DOCUMENTS  
FOR THE  
**LANDFILL CELL 4 DIRT EXCAVATION**  
IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 22-C00025/DK**

**BID DUE DATE: MARCH 16, 2022 MARCH 30, 2022**

**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 **LANDFILL CELL 4 DIRT EXCAVATION**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

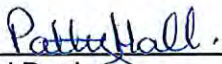
**A. CLARIFICATIONS**

1. Question: Bid Item No. 5 calls out 50,000 CY of Soil Backfill, Measurement and Payment 01 22 00 E.2.C states "Onsite Material", estimated structural fill from Phase 1 & 2 is estimated at a total of 48,469 CY. Are we to assume there will be sufficient soil backfill available or should a bid item for import be added?  
Answer: Assume sufficient backfill will be available. However, the Contractor should adjust the sequence of cell excavation, so that backfill material can be excavated from the footprint.
2. Question: Is the DRA #4 to be constructed first prior to any excavation within the Cell 4 area?  
Answer: Yes.
3. Question: Is the fill/backfill needed for DRA#4 to meet the "Unpaved Area" compaction requirement as noted in Specification Section 31 23 00?  
Answer: Yes.
4. Question: Is the Phase 1 Excavation Area shown on sheet 00C-04 future use a road, if so will this need to be compacted to "Under Paved Areas and Piping" Compaction and noted in specification Section 31 23 00?  
Answer: Yes.

5. Question: Do the Limits of Disturbance shown on the plans need to be a physical barrier of the limits?  
Answer: No, but no tree removal allowed outside the limits of disturbance.
6. Question: Is the limerock to be used in the turnaround and access ramp to be created from lime rock excavated during construction of this project or imported? If so, is it to meet any requirements?  
Answer: Contractor can use excavated limerock material if suitable to use in this area. The turnaround area is for Contractor's use, and it is up to the Contractor to construct this area to facilitate their work.
7. Question: Addendum 1, Q & A No. 16 addresses dust control, is the contractor to assume that sufficient water supply will be available throughout the duration of the project to address dust control and soil conditioning and no additional water source will be needed?  
Answer: Contractor shall pump out water as needed from DRA #2. if additional water is needed there is availability.
8. Question: Section VII - Bid Form, Bid Item 6 "Rock Excavation" is not included on the Bid form.  
Answer: Revised Bid Form attached.
9. Question: Section VIII - Attachment 11- Trench Safety Act Compliance Form. Is this form needed for this bid considering there is no pipe/trench work on this project?  
Answer: Section VIII – Attachment 11 – Trench Safety Act Compliance Form will not be required – see attached revised form.
10. Question: Where is the closest electrical tie in location to the proposed staging area?  
Answer: Closest overhead power located eastern corner of Cells 1 and 3 intersection. Closest underground power located at the northwest corner of cell 2.

✓   
\_\_\_\_\_  
Acknowledged

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY

  
\_\_\_\_\_  
for: Toni Brady  
Chief Procurement Officer, Hernando County

Issued: March 18, 2022



**ADDENDUM NO. THREE (3)**

TO  
THE CONTRACT DOCUMENTS  
FOR THE

**LANDFILL CELL 4 DIRT EXCAVATION**

IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 22-C00025/DK**

**BID DUE DATE: MARCH 16, 2022 MARCH 30, 2022**

**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 **LANDFILL CELL 4 DIRT EXCAVATION**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

**A. CLARIFICATIONS**

1. Question: Will there be allowances for fuel escalation? Or will it be added to the contract?

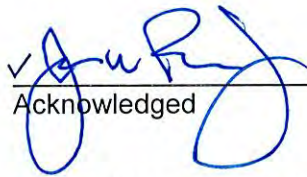
Answer: Hernando County will utilize FDOT Section 9 Measurement and Payment, 9-2.1.2 Gasoline and Diesel Fuels: Contract Price Adjustment Clause, see attached Exhibit A.

2. Question: In reviewing the bid documents, we noticed that on the required documents included on Pages 86/357 (Attachment 4 Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes (current version), in Public Entity Crimes) and 89/357 (Attachment 7 Local Vendor Affidavit of Eligibility) there are blanks for the document to be notarized by a Florida notary and wanted to see if this was required or if they could be notarized here in North Carolina by a North Carolina notary before being sent or submitted in person.

Answer: Yes, these documents can be notarized in your state.

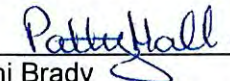
3. Question: On Page 78/357 (Proposal One (1)), there is a line following the statement that reads "and doing such other work incidental thereto, all in accordance with the Contract documents, marked". Is this line supposed to also include the job number/name?

Answer: Yes, please enter the Solicitation number.

✓  \_\_\_\_\_  
Acknowledged

Issued: March 25, 2022

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY

 \_\_\_\_\_  
for: Toni Brady  
Chief Procurement Officer, Hernando County