



County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604

[MIDSOUTH INC.] RESPONSE DOCUMENT REPORT

ITB No. 24-C00673/JG

Retrofit Existing DRAs for BMP Weeki Wachee Phase 2

RESPONSE DEADLINE: May 6, 2024 at 10:00 am

Report Generated: Wednesday, May 29, 2024

Midsouth Inc. Response

CONTACT INFORMATION

Company:

Midsouth Inc.

Email:

estimating@midsouth.info

Contact:

Scott Smith

Address:

132 Bushnell Plaza
Bushnell, FL 33513

Phone:

(352) 446-7272

Website:

N/A

Submission Date:

May 6, 2024 9:54 AM

ADDENDA CONFIRMATION

Addendum #1

Confirmed May 2, 2024 11:55 AM by Scott Smith

Addendum #2

Confirmed May 2, 2024 11:55 AM by Scott Smith

Addendum #3

Confirmed May 2, 2024 11:55 AM by Scott Smith

Addendum #4

Confirmed May 2, 2024 11:56 AM by Scott Smith

QUESTIONNAIRE

1. THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS BID ON BEHALF OF THE BIDDER, AGREES THAT THIS OFFER IF 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.*

Pass

Confirmed

2. Authorized person *

Pass

Are you fully authorized to bind this company, or corporation.

Yes

3. Authorized Person's information *

Pass

Please provide your

Name

Title

Business Address

William Scott Smith, Vice President, 132 Bushnell Plaza, PO Box 1330 Bushnell FL 33513

4. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. *

Pass

Confirmed

5. Upload Florida Permit

Pass

Bidders who are non-resident corporations shall furnish to the Owner a duly certified copy of their permit to transact business in the State of Florida along with the bid. Failure to submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the bid.

license_Midsouth.pdf

6. Bidder Acknowledgement*

Pass

Agree at the time of submitting its bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its bid for performance of the work at the price(s) bid and within the times and in accordance with the other terms and conditions of the bid documents.

Confirmed

7. BID FORM CONFIRMATION *

Pass

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 subject project in full accordance with the drawings and specifications prepared in accordance with your Advertisement of Bids, instruction to bidders, agreement and all other documents related thereto on file in the

office of the Hernando County Procurement Department and if awarded the Contract, to complete said work within the time limits specified for their bid price.

Confirmed

8. Company Information *

Pass

Please Provide the following:

Company Name

Contact Person, and Title

Mailing Address

Telephone number

Email Address

Fax number

Midsouth Inc., William Scott Smith, Vice President, 132 Bushnell Plaza, PO Box 1330 Bushnell FL 33513, 352-446-7272, scott@midsouth.info, Fax n/a

9. Bid Bond Confirmation *

Pass

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.

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 subcontractor, materialman, agent, supplier, or employer, is contingent upon the award of the Contract to the Bidder).

Confirmed

10. Bidder confirmation (proposal one) *

Pass

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:

Confirmed

11. Full names and addresses (proposal two) *

Pass

Please provide 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, email addresses and phone numbers of the president and secretary. If firm or partnership, the names, addresses, email addresses and phone numbers 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 subcontractor, materialman, agent, supplier, or employer, is contingent upon the award of the Contract to the Bidder).

PLEASE TYPE NAMES AND ADDRESSES AS REQUESTED.

Richard Pospiech, President, 201 S Apopka Ave, Inverness, FL 34452

William Scott Smith, Vice President, 132 Bushnell Ave, Bushnell FL 33513

12. BID GUARANTEE

Pass

Bidder has enclosed a Certified check, Cashier's Check or Bid Bond in the amount of not less than the five percent (5%) of the Total Base Bid Amount payable to the Hernando County Board of County Commissioners as a guarantee for the purpose set out in the Instructions to Bidders.

Confirmed

13. Please provide construction experience*

Pass

Overview of construction experience, including a list of projects successfully completed and indicating Owner, location, Contract value and completion date.

Midsouth_Qualif.pdf

References.pdf

References.pdf

14. Experience detail*

Pass

Documentation of two (2) projects, similar in scope and complexity to this project, which have been successfully completed by the Bidder within the past seven (7) years.

14._Experience_detail.pdf

15. Drug Free Workplace Certification *

Pass

I have read and attest to, in accordance with Florida Statute 287.087 (current version), hereby certify that,

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".

Please Confirm that you have read and attest to Download Drug Free Workplace Certificate

Confirmed

16. Affidavit of Non Collusion and of Non-Interest of Hernando County Employees*

Pass

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.

I have read and attest that I am 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.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Confirmed

17. Sworn Statement

SWORN STATEMENT 287.133 (3) (A)*

Pass

I have read and attest that 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.

I have read and attest that 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.

I have read and attest that 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.

I have read and attest that 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.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

_____ [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.

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.

IF YOU CHOOSE OPTION 3, PLEASE ATTACH A COPY OF THE FINAL ORDER

Pass

If you choose option 3, please attach a copy of the final order

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

Please attach a copy of the final order

Not_applicable.docx

18. Authorized Signatures/Negotiators

AUTHORIZED SIGNATURES/NEGOTIATORS *

Pass

Please provide the information to support the statement below:

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

Name(s)

Title(s)

Phone no (s)

Email Adress(es)

William Scott Smith, Vice President, 863-640-1923 cell, scott@midsouth.info, 132 Bushnell Plaza, PO Box 1330 Bushnell FL 33513

TYPE OF ORGANIZATION *

Pass

Please select your organization type:

Corporation

COMPANY ID*

Pass

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

92-0659280

W9 FORM *

Pass

Please upload your company's W9 information

W-9_Midsouth.pdf

ACH ELECTRONIC PAYMENT*

Pass

An ACH electronic payment method is offered as an alternative to a payment by physical check. Please select one of the options.

Yes, ACH electronic payment method is acceptable.

19. LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

LOCAL VENDOR AFFIDAVIT - 12 MONTH MINIMUM*

Pass

Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote?

No

PROOF OF REAL PROPERTY TAX*

Pass

Please upload your proof of Real Property Tax

City_of_Inverness_Business_Lic..pdf

COPY OF FLORIDA DIVISION OF CORPORATIONS ANNUAL REPORT*

Pass

Please upload a copy of your Florida Division of Corporations Annual Report

Sunbiz.pdf

20. E-VERIFY CERTIFICATION

E-VERIFY CERTIFICATION *

Pass

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:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

Confirmed

21. CONSTRUCTION CONTRACTOR QUALIFICATION SUBMITTAL REQUIREMENTS

REFERENCES *

Pass

Bidder must provide a minimum of **three (3)** references in format shown below. 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.

Similar in size, dollar value and scope as this project.

Please provide information for 3 required References:

Business/Owner Name

Reference Contact Person

Reference Address

Reference Phone No.

Reference Email Address

Project Name

Project Location

Contract Project Manager

Site Superintendent

Contract Amount

Date Project Commenced

Date of Substantial Completion

Date of Final Completion

Description of Work Performed

Note: 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).

By submitting this information, I certify that the qualifications questionnaire information is true and correct to the best of my knowledge.

BIDDERS_Current_reference.pdf

KEY SUBCONTRACTORS*

Pass

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

Example:

(1) Earthwork construction

- (2) Earthen dike construction
- (3) Soil bentonite backfill cut-off wall installation
- (4) Wet excavation/dredging work
- (5) Concrete form work
- (6) Equipment installation
- (7) Electrical and instrumentation installation
- (8) Control system integration
- (9) Wetland planting and establishment

If no subcontractors will be employed please state "NONE"

21.2_Key_Subcontractors.pdf

VENDOR/CONTRACTOR'S LICENSE*

Pass

The Bidder must be a registered to do business in the State of Florida. **All Bidder's and/or subcontractors 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 Question 22.1) below for Bidder and all subcontractors identified herein.

Classification

Issuing Government License

Issue Date:

License Number:

Midsouth Inc.

State of FL Cert. Underground Utility and Excavation Contractor

Issued 8/31/2022. exp 8/31/2024

CUC1225979

ORGANIZATION CHART:*

Pass

Bidder must provide an organization chart showing Bidder's team identifying specific responsibilities of Bidder and subcontractors.

Visio-Midsouth_Organizational_Chart_5.6.24.pdf

PROJECT MANAGER AND SUPERINTENDENT QUALIFICATIONS:*

Pass

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 (2) projects, similar in size and scope to the Retrofit Existing DRAs for BMP Weeki Wachee Phase 2, within the past seven (7) years.

Midsouth_Qualif.pdf

BIDDER/KEY SUBCONTRACTOR SPECIFIC QUALIFICATIONS:*

Pass

Bidder must demonstrate Bidder's/Key subcontractor'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.

- A. Document prior experience in construction of individual earthwork projects involving site clearing, excavating, hauling, placing, grading and compacting for a minimum of 300,000 cubic yards of soil.
- B. Document prior experience in construction of soil bentonite backfill cut-off walls using slurry trench excavation methods for a minimum distance of 1 mile at a minimum depth of 20 feet.

- C. Document prior experience in construction of surface water intake structures and associated pump stations of a minimum design capacity of 30 cubic feet per second (20 million gallons per day).
- D. Document prior experience in planting and establishing wetland plants within a minimum constructed area of 100 acres.

21.6._BIDDER_KEY_SUBCONTRACTOR_SPECIFIC_QUALIFICATIONS.pdf

22. VENDOR/CONTRACTOR'S LICENSE

VENDOR/CONTRACTOR'S LICENSE*

Pass

Please upload all contractors and subcontractors license(s) required for this project.

COIs.pdf

license_Midsouth.pdf

23. Additional Required Forms

TRENCH SAFETY ACT COMPLIANCE *

Pass

Please download the below documents, complete, and upload.

- [Trench Safety Act Complian...](#)

Trench_Safety_MIDSOUTH.pdf

CORPORATE AFFIDAVIT *

Pass

Please download the below documents, complete, and upload.

- [Corporate Affidavit.pdf](#)

Corp_Affidavit-_MIDSOUTH.pdf

BID BOND FORM *

Pass

Please download the below documents, complete, and upload.

- [Bid Bond Form.pdf](#)

Bid_BOND-_MIDSOUTH.pdf

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES*

Pass

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 bind 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.

I have read and attest that I confirm the above is acknowledged.

Confirmed

24. HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

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? *

Pass

No

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?*

Pass

No

RELATIVES AND FORMER HERNANDO COUNTY EMPLOYEES - ROLES AND SIGNATURES

Pass

If you answered yes to the either of the two prior questions regarding relatives or Hernando employees, please download the below documents, complete, and upload.

- [HC Employment Disclosure Ce...](#)

Employment_Disclosure-_MIDSOUTH.pdf

25. Vendor Survey

VENDOR SURVEY *

Pass

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

County's eProcurement Portal (Open Gov Procurement)

VENDOR SURVEY - OTHER

Pass

If you choose Other please list how you received the knowledge of the bid/request for Proposals.

n/a

SAMPLE CONSTRUCTION AGREEMENT *

Pass

Sample Construction Agreement for your review, including attachments that will be required after award.

- [Sample Construction Agreeeme...](#)

Sample_Construction_Agreement_(1).pdf

ANTICIPATES SERVICES OUTSIDE THE UNITED STATES OR FLORIDA*

Pass

Anticipates Services outside the United States or Florida

If the respondent anticipates services under the contract or any subcontracts will be performed outside the United States or Florida, the respondent shall provide in a written statement which must include, but need not be limited to the type of services that will be performed at a location outside the United States or Florida and the reason why it is necessary or advantageous to go outside the United States or Florida to perform such services. (Does not apply to any project that receives federal moneys)

No

SOLICITATION-OFFER-AWARD

Pass

Please download the below document, complete Offer section, and upload.

- [Solicitation - Offer - Awar...](#)

SOLICITATION_-_Midsouth.pdf

PRICE TABLES

109550 GERANIUM DRA

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	MOBILIZATION/DEMobilIZATION	1	LS	\$13,730.00	\$13,730.00
2	SURVEYS (INCLUDES CONSTRUCTION LAYOUT AND AS-BUILT RECORD DRAWINGS)	1	LS	\$13,460.00	\$13,460.00
3	MAINTENANCE OF TRAFFIC	0	LS	\$0.00	
4	SILT FENCE/EROSION AND SEDIMENTATION CONTROL (INCLUDES INSTALLATION, REMOVAL, AND DISPOSAL)	1	LS	\$35,010.00	\$35,010.00
5	CLEARING & GRUBBING	1.5	AC	\$33,488.00	\$50,232.00
6	EXCAVATION (CONTRACTOR RETAINS/DISPOSES OF EXCESS MATERIAL)	2,087	CY	\$82.80	\$172,803.60
7	EMBANKMENT	667	CY	\$31.80	\$21,210.60
8	16 530-3-4 RIPRAP, RUBBLE, F&I, DITCH LINING	905	SF	\$35.40	\$32,037.00
9	17 570-1-2 PERFORMANCE TURF, SOD	6,000	SF	\$3.40	\$20,400.00
10	17 570-1-2 PERFORMANCE TURF, SOD PLUS TRM	16,000	SF	\$7.20	\$115,200.00
11	BAM	19,800	SF	\$6.20	\$122,760.00
12	SEED & MULCH (FLOODPLAIN MITIGATION AREA - 4.0 AC)	10,000	SF	\$0.50	\$5,000.00
TOTAL					\$601,843.20

109570 NORTHCLIFF DRA

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$9,750.00	\$9,750.00
2	SURVEYS (INCLUDES CONSTRUCTION LAYOUT AND AS-BUILT RECORD DRAWINGS)	1	LS	\$18,200.00	\$18,200.00
3	MAINTENANCE OF TRAFFIC	0	LS	\$0.00	
4	SILT FENCE/EROSION AND SEDIMENTATION CONTROL (INCLUDES INSTALLATION, REMOVAL, AND DISPOSAL)	1	LS	\$2,610.00	\$2,610.00
5	CLEARING & GRUBBING	0.15	AC	\$28,665.00	\$4,299.75
6	EXCAVATION (CONTRACTOR RETAINS/DISPOSES OF EXCESS MATERIAL)	18.5	CY	\$41.60	\$769.60
7	EMBANKMENT	0.3	CY	\$47,677.10	\$14,303.13
8	18" PVC PIPE	101	LF	\$165.60	\$16,725.60
9	42" CMP	20	LF	\$655.80	\$13,116.00
10	18" END WALL	1	EA	\$4,780.00	\$4,780.00
11	4' MH	1	EA	\$17,820.40	\$17,820.40
12	J-TYPE CONTROL STRUCTURE	1	EA	\$19,877.10	\$19,877.10
13	6' HYDRODYNAMIC VORTEX SEPARATOR	1	EA	\$52,280.00	\$52,280.00
14	RIPRAP, RUBBLE, F&I, DITCH LINING	120	SF	\$35.40	\$4,248.00
15	PERFORMANCE TURF, SOD	4,500	SF	\$5.50	\$24,750.00
16	SEED & MULCH (FLOODPLAIN MITIGATION AREA - 4.0 AC)	2,000	SF	\$0.50	\$1,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$204,529.58



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, WILLIAM SCOTT SR

MIDSOUTH, INC.
201 S APOPKA AVENUE
INVERNESS FL 34452

LICENSE NUMBER: CUC1225979

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at 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.



Statement of Bidder's Organization

In October 2022, Midsouth Inc. started business as a State of Florida Certified Underground Utility Contractor. Midsouth Inc. is an Underground Utility and Sitework company that specializes in Heavy Highway and Underground Utilities. In addition to being a licensed Underground Utility & Excavation Contractor, Midsouth Inc. is also a Certified General Contractor, and a State of Florida Contractor V Fireline Contractor.

Midsouth Inc. was started by Wm Scott Smith and Richard Pospiech, owners of Smith Contracting LLC. and Pospiech Contracting Inc., respectively. As part of the newly formed corporation, employees of both Smith and Pospiech all transferred their employment to Midsouth Inc., bringing together both companies' highly skilled management, field supervisors, crews and office staff. Considering the amount of experience these employees bring from their previous employers (Smith and Pospiech), Midsouth Inc. has the opportunity to exceed any previous capabilities and excel in the industry.

Midsouth Inc. continues to provide the same experience, integrity, and quality of work as available before with Smith Contracting LLC. and Pospiech Contracting Inc.

Our President, Richard Pospiech has been in the industry since 1990, when he started Pospiech Contracting. As part of the Midsouth Team, Mr. Pospiech retained the following key staff members that were employed by Pospiech Contracting and have participated in all or many of the projects that we provided as references as part of our bid packet.

- Chuck Croft, General Superintendent- Chuck has worked for Pospiech Contracting for over 20 years and has been in Underground Utilities for more than 30 years. As General Superintendent, Chuck is part of every project, overseeing the superintendents, foremen and crews completing the work. Chuck worked on all of the submitted Pospiech Contracting references.
- Office Staff that will be working on this project
 - Margaret Durham, Controller- Margaret worked for Pospiech Contracting for 7 years prior to moving over to the Midsouth Team. She has continued as the Controller for Midsouth Inc.
 - Darla Croft, Office/Contracts Administrator- Darla worked for Pospiech Contracting for over 13 years prior to moving over to the Midsouth Team and has 25 years of experience in Underground Utility Construction. She has continued her role as Office/Contracts Administrator for Midsouth Inc.



- Field Staff
 - Jose Rodriguez, Project Foreman- Jose worked for Pospiech Contracting for over 10 years prior to moving over to the Midsouth Team. His experience well exceeds 25 years in this industry. He has continued as a Project Foreman, leading a pipe crew, for Midsouth Inc. Jose and his crew have completed numerous successful projects for Pospiech Contracting and continues that same level of work for Midsouth Inc.
 - Mariano Espinoza, Project Foreman- Mariano and his crew worked for Pospiech Contracting for over 10 years prior to moving over to the Midsouth Team. His experience well exceeds 25 years in this industry. He has continued as a Project Foreman, leading a pipe crew, for Midsouth Inc. Mariano and his crew have completed numerous successful projects for Pospiech Contracting and continue that same level of work for Midsouth Inc.
 - Ricardo Ruiz, Project Foreman- Ricardo and his crew worked for Pospiech Contracting for over 9 years prior to moving over to the Midsouth Team. His experience well exceeds 20 years in this industry. He has continued as a Project Foreman, leading his pipe crew, for Midsouth Inc. Ricardo and his crew have completed numerous successful projects for Pospiech Contracting and they continue that same level of work for Midsouth Inc

The staff mentioned above is only a small submission of the 60+ Pospiech Contracting employees that remained to work for Midsouth Inc.

Our Vice President, Scott Smith has been in the industry for over 25 years. In October 2016, he started Smith Contracting LLC. When starting Midsouth Inc., the following key Smith Contracting staff members moved their employment to Midsouth Inc. These employees have all participated in the Smith Contracting projects that we provided as references.

- Aaron Speak, Superintendent- Aaron worked for Smith Contracting for over 5 years. As Superintendent, Aaron's duties are to oversee both foremen and crews on specific projects.
- Cody Smith, Project Foreman- Cody worked for Smith Contracting for over 5 years. As Foreman, Cody's duties are to oversee his crew and complete the required work on his specific project.
- Noah Ornelas, Project Foreman- Noah worked for Smith Contracting for 1 year, starting as an Operator. Noah has over 10 years of experience in the Underground Utility industry. Since starting work at Midsouth, Noah has been promoted to a Foreman. Noah's duties are to oversee his crew and complete the required work on his specific project.

The staff mentioned above is only a small representation of the 20+ Smith Contracting employees that remained to work for Midsouth Inc.

Midsouth Inc. is using the combined project experience and references from both Pospiech Contracting Inc. and Smith Contracting Inc. for bidding purposes, as all of those projects were completed with the same staff that will complete this project. We have clearly noted the references as either a 'Pospiech Contracting project' or 'Smith Contracting project' on all our bid submittals.

List of references, current and past projects available upon request

**Post Office Box 1330, Bushnell, FL 33513
CUC1225979**

MIDSOUTH INC.

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Contract
						Amount
Ft Island Trail Septic to Sewer	Name: Len Brown, Citrus Co Address: 3600 Sovereign Path Lecanto Telephone: 352-527-5402	Name: Kimley Horn Company: Telephone:	11/14/2023 210 Days Final 15 % complete	Install sewer system to eliminate septic	Active	\$1.6 Million
Rainbow Springs WRF	Name: Arnel Santos, FGUA Address: 280 Wekiva Spgs Rd, 2070 Longwood, FL 32779 Telephone: 407-629-6900	Name: Kimley Horn Company: Telephone:	5/30/2023 300 days Final 55% complete	Decomission WRF Install LS and FM Directional Drill	Active	\$1.9 Million
Elgin Blvd Force Main	Name: Alan Turner, Hernando Co Address: 15470 Flight Path Drive Brooksville, FL 34604 Telephone: 352-754-4020	Name: Hernando Co Engineering Company: Telephone:	4/12/2023 NTP 8/15/23 310 Days Final 40% complete	12" FM along Elgin Blvd	Active	\$2.2 Million
Feeding Tampa Bay	Name: Denver Lee, Earthmovers Address: 5606 N US Hwy 441 Ocala, FL 34475 Telephone: 352-236-1400	Name: Otero Engineering Company: Telephone:	3/29/2023 Currently closing project	Storm/Sewer/Wtr and Fire Main install at new ware- house facility	Active	\$1.4 Million
Suncoast Parkway II (SR 589) SR 44 to CR 486 E8T83	Name: Juan Cardenas, Superior Construction SouthEast Address: 7072 Business Park Blvd N Jacksonville Telephone: 904-292-4240	Name: FDOT Company: Telephone:	1/17/2023 Competition date December 2024 50% complete	Utilities install for new expans. of SR 589	Active	\$4.8 Million
44 W Sewer Extension	Name: Eric Williams, City of Inverness Address: 212 W Main St Inverness Telephone: 352-726-2321	Name: Kimley Horn Company: Telephone:	3/08/2023 Completion 7/2024 60% complete	New FM and LS install	Active	\$5 Million
Sherwood Phase 1, 2 and Scott Blvd	Name: David Farrar Farrar Construction Services, Inc. Address: 6920 Maryland Ave Groveland Telephone: 407-466-1833	Name: Kimley Horn Company: Telephone:	2/23/2023	Site Clearing, Prep, Utility and Roadway	Active	\$4.8 Million

MIDSOUTH INC.

CURRENT EXPERIENCE

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Commerce 429	Name: Denver Lee, Earthmovers Address: 5606 N US Hwy 441 Ocala, FL 34475 Telephone: 352-236-1400	Name: Smiley & Assoc. Company: Telephone:	02/03/2023 Currently closing project	Sanitary System & LS/off site FM	Active	\$5.4 Million
Brentwood WWTF to Meadowcrest WWTF	Name: Len Brown, Citrus Co Address: 3600 Sovereign Path Lecanto Telephone: 352-527-5402	Name: Kimley Horn Company: Telephone:	4/26/2023 Currently closing project	FM and Bypass pump station install	Active	\$1.8 Million
Air Cargo Expansion at TIA	Name: Tyler Spurlock, Superior Construction SouthEast Address: 7072 Business Park Blvd N Jacksonville Telephone: 904-292-4240	Name: AECOM Company: Telephone:	8/2/2022 Completion March 2024 90% complete	Site/Utility/Rdway	Active	\$2.5 Million
	Name: Address: Telephone:	Name: Company: Telephone:				
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	Name: Address: Telephone:	Name: Company: Telephone:				



14. Experience detail

Rainbow Springs Septic to Sewer

Owner FGUA- see reference list for contact information

Construction of approximately 1,800 linear feet (LF) of 10-inch force main subaqueous crossing of the Rainbow River by horizontal directional drilling (HDD) and 3,000 LF of sanitary sewer force main piping by open trench excavation. The new force main will tie into the existing 4-inch force main near the Rio Vista master lift station and extend eastward under the Rainbow River then southward along the FDEP right-of-way and tie into the new 180th Avenue Road. The project also includes converting the Rainbow Springs

Brentwood Wastewater Treatment Facility to Meadowcrest Wastewater Treatment Facility Diversion

Owner Citrus Co BOCC- see reference list for contact information

Approximately 2,650 Linear Feet of 12-inch PVC and HDPE Force Main

The partial demolition of the existing surge tank lift station at the Brentwood WWTF and the construction of a new duplex Bypass Pump Station.

The construction of a new Influent Bypass Structure with weir gate and slide gate.

The partial demolition of the existing BW-05 Lift Station, and the construction of new pumps, electrical and controls. Misc piping, valves, assoc'd piping appurtenances, connections to existing sewer systems, etc.

Miscellaneous site work and restoration of concrete sidewalk, sodding, etc



Not applicable

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Midsouth Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____		<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 132 Bushnell Plaza / PO Box 1330		Requester's name and address (optional)
6 City, state, and ZIP code Bushnell FL 33513			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
9	2		-	0	6	5	9	2	8	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ William Scott Smith, Vice President	Date ▶ 5/03/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Business Tax Receipts

City of Inverness

212 West Main Street

Inverness, Florida 34450

(352) 726-3401

Account Number: 4844



THIS CERTIFICATE EXPIRES ON 9/30/2024

MIDSOUTH, INC

201 S APOPKA AVENUE, INVERNESS, FL 34452

POST IN A CONSPICUOUS PLACE IN YOUR PLACE OF BUSINESS

License Type	Description	Issue Date	Expire Date
UNDERGROUND UTILITIES		10/01/2023	09/30/2024

Gregory A. Rice

Development Services

08/01/2023

Date

2024 FLORIDA PROFIT CORPORATION AMENDED ANNUAL REPORT

DOCUMENT# P22000077864

Entity Name: MIDSOUTH, INC.

Current Principal Place of Business:

10174 SE 6TH TERRACE
WEBSTER, FL 33597

Current Mailing Address:

10174 SE 6TH TERRACE
WEBSTER, FL 33597 US

FEI Number: 92-0659280

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SMITH, WILLIAM SCOTT VP
10174 SE 6TH TERRACE
WEBSTER, FL 33597 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: WILLIAM SCOTT SMITH

03/20/2024

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P, DIRECTOR, SECRETARY
Name POSPIECH, RICHARD
Address 201 S. APOPKA AVENUE
City-State-Zip: INVERNESS FL 34452

Title VP, DIRECTOR
Name SMITH, WILLIAM SCOTT
Address 201 S. APOPKA AVENUE
City-State-Zip: INVERNESS FL 34452

Title VP
Name CARSWELL, JOHN M VP CFO
Address 201 S. APOPKA AVENUE
City-State-Zip: INVERNESS FL 34452

Title CONTROLLER, ASST. SECRETARY
Name DURHAM, MARGARET
Address 201 S. APOPKA AVENUE
City-State-Zip: INVERNESS FL 34452

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOHN M CARSWELL

VP

03/20/2024

Electronic Signature of Signing Officer/Director Detail

Date



CURRENT EXPERIENCE

Contract

Project Name	Owner's Contact Person	Type of Work	Contract Amt
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Retrofit Existing DRAs for BMP Weeki Wachee Phase 2

21.2 Key Subcontractors

D&R Civil Construction

- Earthwork construction -Artisan Lakes Parrish, FL 63,457 CY Site Cut from August 2023 To November 2023 - Arbor Meadows Spring Hill, FL 219,406 CY Site Cut From November 2023 To January 2024 - Meadow Oaks 158,807 CY Site Cut Hudson, FL From January 2024 To May 2024.
- Earthen dike construction- Arbor Meadows Spring Hill, FL 219,406 CY Site Cut from November 2023 To January 2024 - Meadow Oaks 158,807 CY Site Cut Hudson, FL From January 2024 To May 2024.
- Soil bentonite backfill cut-off wall installation - Tommy's Car Wash Parrish, FL From March 2024 To April 2024.
- Wet excavation/dredging work -Artisan Lakes Parrish, FL From August 2023 To November 2023.
- Concrete form work- Tommy's Car Wash Bradenton, FL December 2023 To February 2024.
- Wetland planting and establishment- Caspers Distribution Tampa, FL November 2017 to December 2018

All other work on this project will be performed by Midsouth Inc.



Richard Pospiech
President

Scott Smith
Vice President

John Carswell
CFO

Jimmy Fudge
Shop Manager

Chuck Croft
General Supt.

Mark Hall
Estimator

Jesse Lent
Project Manager

Aaron Speak
Project Manager

Darla Croft
Contracts Admin/
Office Manager

Margaret Durham
Controller

David Campbell
Shop Foreman

Trae Arlt
Project Engineer

Maggie Ricci
Accountant

Tom Jones
Heavy Equip
Mechanic

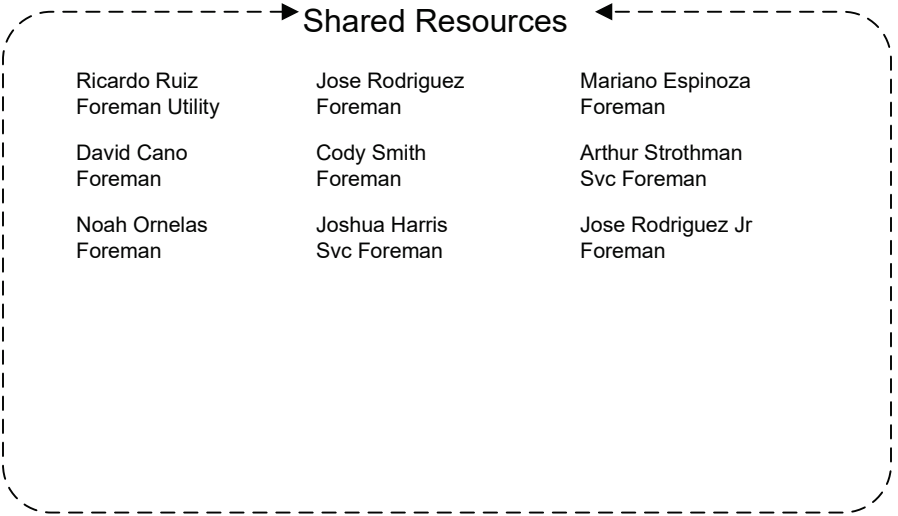
Lori Holley
Accounts Payable

David Chestnut
Service Mechanic

Dale Pemberton
Welder

George Alvey
Shop Porter

Norman Plante
Transport





Statement of Bidder's Organization

In October 2022, Midsouth Inc. started business as a State of Florida Certified Underground Utility Contractor. Midsouth Inc. is an Underground Utility and Sitework company that specializes in Heavy Highway and Underground Utilities. In addition to being a licensed Underground Utility & Excavation Contractor, Midsouth Inc. is also a Certified General Contractor, and a State of Florida Contractor V Fireline Contractor.

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**Post Office Box 1330, Bushnell, FL 33513
CUC1225979**



Retrofit Existing DRAs for BMP Weeki Wachee Phase 2

21.6. BIDDER/KEY SUBCONTRACTOR SPECIFIC QUALIFICATIONS: *

- Document prior experience in construction of individual earthwork projects involving site clearing, excavating, hauling, placing, grading and compacting for a minimum of 300,000 cubic yards of soil.
 - Artisan Lakes Parrish, FL 63,457 CY Site Cut From August 2023 To November 2023 –
 - Arbor Meadows Spring Hill, FL 219,406 CY Site Cut From November 2023 To January 2024 –
 - Meadow Oaks 158,807 CY Site Cut Hudson, FL From January 2024 To May 2024.
- Document prior experience in construction of soil bentonite backfill cut-off walls using slurry trench excavation methods for a minimum distance of 1 mile at a minimum depth of 20 feet.
 - Tommy's Car Wash Parrish, FL From March 2024 To April 2024
- Document prior experience in construction of surface water intake structures and associated pump stations of a minimum design capacity of 30 cubic feet per second (20 million gallons per day).
 - Artisan Lakes Parrish, FL 63,457 CY Site Cut From August 2023 To November 2023
- Document prior experience in planting and establishing wetland plants within a minimum constructed area of 100 acres.
 - Caspers Distribution Tampa, FL November 2017 to December 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2023

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

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

PRODUCER M.E. Wilson Company LLC Waldorff Insurance & Bonding 45 Eglin Parkway NE Ste 202 Fort Walton Beach FL 32548	CONTACT NAME: PHONE (A/C. No. Ext): 850-581-4925		FAX (A/C. No): 850-581-4930
	E-MAIL ADDRESS: receptionist@waldorffinsurance.com		
INSURED Pospiech Contracting, Inc. Midsouth, Inc. 201 S. Apopka Ave Inverness FL 34452	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Westfield Insurance Company		24112
	INSURER B : Illinois Union Insurance Co.		27960
	INSURER C : Zurich American Ins Co		16535
	INSURER D : Navigators Specialty Insurance Company		36056
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 50089842

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CMM8659781	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CMM8659781	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ \$10,000
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			GA23EXCZ06ZN3IC	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C B	Lsd/Rntd Eqpt. Pollution Liability			CPP 8025006-04 CPYG7113393A004	12/15/2023 12/15/2023	12/15/2024 12/15/2024	Limit 500,000 Limit Per Occurrence 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

FOR BIDDING PURPOSES

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/31/2023

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

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

PRODUCER Comp360, LLC 170 Fitzgerald Rd Ste 2 Lakeland FL 33813	CONTACT NAME: PHONE (A/C, No, Ext): 863-646-3332 FAX (A/C, No): 863-646-3031 E-MAIL ADDRESS: info@comp360.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Pospiech Contracting, Inc. 201 S Apopka Ave Inverness FL 34452	POSPCON-01	INSURER A : Third Coast Insurance Company 10713
		INSURER B :
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :


COVERAGES **CERTIFICATE NUMBER:** 1227271486 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	3C WCP 100048887 02	9/1/2023	9/1/2024	X PER STATUTE OTH-ER	
			N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER **CANCELLATION**

For Bidding Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, WILLIAM SCOTT SR

MIDSOUTH, INC.
201 S APOPKA AVENUE
INVERNESS FL 34452

LICENSE NUMBER: CUC1225979

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at 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.

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 subcontractors 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 \$ 1.00 per lineal foot.
6. The amount in Item 5 herein includes the trench safety compliance methods and the units of each safety measure. The unit costs and the unit prices are shown solely for the purpose of compliance with the procedural requirements of the Act.

	Trench Safety Compliance Method	Unit (LF, SY)	Quantity	Unit Cost	Extended Cost
A.	Trench Box or Sloping	LF	121	\$ 1.00	\$ 121.00
B.	(as needed)			\$	\$
C.				\$	\$
D.				\$	\$
			TOTAL:		<u>121.00</u>

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

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

Company: Midsouth Inc.
 By:  5/6/2024
 Authorized Signature Date
 William Scott Smith, Vice President

This document should be completed and returned with your submittal.

CORPORATE AFFIDAVIT

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

STATE OF FLORIDA]

COUNTY OF CITRUS]

William Scott Smith being duly sworn, deposes and says that he is secretary of Midsouth Inc., a corporation organized and existing under and by virtues of the laws of the State of Florida, and having its principal office at:

132 Bushnell Plaza, Bushnell FL 33513 (Address)

Affiant further says that he is familiar with the records, minute books and bylaws of Midsouth Inc. (Name of Corporation) of the

corporation, is duly authorized to sign Vice President (Title)

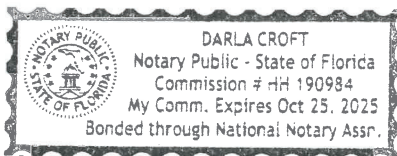
the Bid for Retrofit Existing DRAs for BMP Weeki Wachee Ph 2 for said corporation by virtues of: Resolution of the Board of Directors 12/31/2023

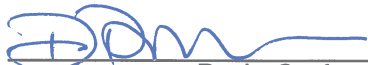
(State whether a provision of bylaws or a Resolution of the Board of Directors. If by Resolution, give date of adoption).



Affiant William Scott Smith
Vice President

Sworn to before me this 6th day of May, 2024.





Notary Public Darla Croft

This document should be completed and returned with your submittal.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
MidSouth, Inc.
PO Box 1330, Bushnell, FL 33513

as Principal, hereinafter called the Principal, and
Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of MA as Surety, hereinafter called the Surety, are held and firmly bound unto

Hernando County Board of County Commissioners

15470 Flight Path Drive, Brooksville, FL 34604

as Obligee, hereinafter called the Obligee, in the sum of FIVE Percent of the amount bid

Dollars (\$)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

24-C00673/JG; Retrofit Existing DRAs for BMP Week 1 Wachee Phase 2, 109550 Geranium Ave & 109570 Northcliffe Blvd., Hernando County, FL

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of May, 2024

[Signature of Witness]

(Witness)

[Signature of Witness]

(Witness)

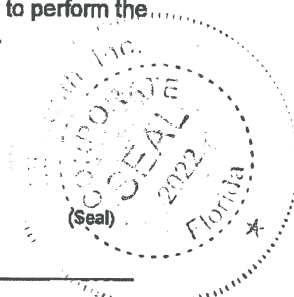
MidSouth, Inc.

(Principal)

William Scott Smith, Vice President
Midsouth Inc.
Liberty Mutual Insurance Company

(Surety)

Paul A. Locascio, Attorney-in-Fact
& Florida Licensed Resident Agent



(Seal)

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.

This document should be completed and returned with your submittal.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8211150-964021

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Benjamin H. French; Ronald J. Hays; Paul A. Locascio; Joshua T. Morgan; Trava Ridlon; Rebekah F. Sharp; L. Dale Waldorff; K. Wayne Walker

all of the city of Gainesville state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of January, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of January, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6 day of May, 2024.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

May 6, 2024

(date)

Hernando County
Purchasing and Contracts Department
15470 Flight Path Drive
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: Midsouth Inc.

scott@midsouth.info

(Email address)



(Signature required)

William Scott Smith

(Print name)

Vice President

(Print title)

Post Office Box 1330, Bushnell FL 33513

(Address)

352-446-7272

(Phone)

(Fax)

92-0659280

(Federal Taxpayer ID Number)

Relatives and Former Hernando County Employees – Roles and Signatures

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

Employee Name/Signature	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
Name: _____ Sign: _____ • Involved with this procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			
Name: _____ Sign: _____ • Involved with this procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			
Name: _____ Sign: _____ • Involved with this procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			

Part B: Identify officers, partners, directors, proprietors, associates or members of the business entity that are relatives or members of the household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this procurement of contract.

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

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

This document should be completed and returned with your submittal.



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

This Contract, entered into this _____ day of _____, 20____, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and _____, hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

Retrofit Existing DRA's for Weeki Wachee Phase 2

ITB NO. 24-C00673/JG

Weeki Wachee, FL

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. 24-C00673/JG consist of the following:

Introduction	Scope and Specifications
Solicitation-Offer-Award	Bid Form
Solicitation Instructions	Required Forms and Certifications
General Conditions	Construction Agreement and Required Documents After Award
Special Conditions	Reference Documents
Supplementary Conditions for Federal/State Requirements	Exhibit A – General Requirements and Technical 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 solicitation Section Titled "SPECIAL CONDITIONS", paragraph 16. Titled "Changes in the Work; Claims".

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 **J. SCOTT HERRING P.E. or D. Todd Crosby P.E., for the plans and specifications.** **Donald S. Carey P.E. Hernando County Public Works Department** will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence:

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

3.02 Days to Achieve Substantial Completion and Final Payment:

3.02.1 Vendor/Contractor agrees that the work will be substantially complete within **TWO HUNDRED TEN (210)** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within **TWO HUNDRED FORTY (240)** 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 THOUSAND (\$1000.00)**. 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:

_____ (\$_____) (words) (figure)

All specific cash allowances are included in the above price and have been computed in accordance with solicitation Section Titled “SPECIAL CONDITIONS”, paragraph 17. Titled “Cost of the Work; Allowances; Unit Price Work”, subparagraph B. titled “Allowances” item no. 2. Titled “Cash Allowances”.

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 solicitation Section Titled “SPECIAL CONDITIONS”, paragraph 17. Titled “Cost of the Work; Allowances; Unit Price Work”, subparagraph C. titled “Unit Price Work”, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner Designated Representative as provided in solicitation Section Titled “SPECIAL CONDITIONS”, paragraph 17. Titled “Cost of the Work; Allowances; Unit Price Work”, subparagraph C. titled “Unit Price Work”. Unit prices have been computed as provided in solicitation Section Titled “SPECIAL CONDITIONS”, paragraph 17. Titled “Cost of the Work; Allowances; Unit Price Work”, subparagraph C. titled “Unit Price Work”.

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
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ESTIMATED TOTAL OF ALL UNIT PRICE WORK \$ _____ \$(_____)
(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 solicitation Section Titled “SPECIAL CONDITIONS”, paragraph 21. Titled “Payments to Contractor and Completion”, subparagraph B. titled “Progress Payments”, subparagraph 1 titled “Application for Payments:; item A. 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 solicitation Section Titled “SPECIAL CONDITIONS”, paragraph 21. Titled “Payments to Contractor and Completion”, subparagraph B. titled “Progress Payments”, subparagraph 1 titled “Application for Payments:; item A, 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 _____ Dollars (\$_____) 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

VENDOR/CONTRACTOR

By: ELIZABETH NAVERUD

By: _____

Title: CHAIR

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: Douglas A. Chorvat, Jr.

Attest: _____

Title: Clerk of Circuit Court & Comptroller

Title: _____

Address for giving notices:

Address for giving notices:

1525 East Jefferson Street

Brooksville, FL 34601

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: 24-C00673/JG	SOLICITATION TITLE: Retrofit Existing DRAs for BMP Weeki Wachee Phase 2	DATE ISSUED: MARCH 18, 2024	CONTRACT NO: 24-C00673/JG
ISSUED BY: BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA Elizabeth Narverud, Chairman Brian Hawkins, Vice Chairman Jerry Campbell, Second Vice Chairman John Allocco Steve Champion		SUBMIT BID OFFER TO: HERNANDO COUNTY PROCUREMENT DEPARTMENT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 Carla Rossiter-Smith Chief Procurement Officer	

SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PROCUREMENT DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: <http://secure.procurenow.com/portal/hernandocounty> **UNTIL 10:00 A.M., LOCAL TIME ON ~~MAY 8, 2024~~ ^{May 8, 2024}** 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 PROCUREMENT DEPARTMENT CONTRACTS CONFERENCE ROOM AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604 **10:00 A.M. ON March 18, 2024.** 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	PROVIDING FDOT COMPLIANT LIMEROCK FOR THE HERNANDO COUNTY DEPARTMENT OF PUBLIC WORKS SUBMIT PRICING IN THE PRICING PROPOSAL TABLE (SEE ATTACHED SPECIFICATIONS) Specs per Solicitation 24-C00673/JG	XX	XX	XX	\$ 806,372.78

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 **NINETY (90) 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 Midsouth Inc. <small>Company Name</small> PO Box 1330 <small>Address</small> Bushnell FL 33513 <small>City State Zip Code</small> 352-446-7272 <small>Phone Number</small> ----- <small>Fax Number</small> scott@midsouth.info <small>Email Address</small>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: BIDDER'S SIGNATURE  William Scott Smith, Vice President OFFER DATE 5/6/2024
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AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 1/25/2024	LR NO.: 2024 24 1	BY: Melissa Tartaglia
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: HERNANDO COUNTY DEPARTMENT OF PUBLIC WORKS 1525 EAST JEFFERSON STREET BROOKSVILLE, FL 34601	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
	SIGNATURE:	AWARD DATE: