



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

This Contract, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and DEEB CONSTRUCTION & DEVELOPMENT CO, a Florida Corporation, hereinafter called the VENDOR/CONTRACTOR. County and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

**THE HUT PUMPING STATION UPGRADE AND FORCE MAIN PROJECT  
ITB NO. 25-CG00981/CT  
Hernando County, Florida**

**ARTICLE 1 – CONTRACT DOCUMENTS**

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

Solicitation Document (ITB, RFQ or RFP) in its entirety including but not limited to all sections therein, exhibits, and the Solicitation-Offer-Award cover sheet

Solicitation

Introduction

Award

Definitions and Solicitation Instructions

General Conditions

Special Conditions

Scope and Specifications

FEDERAL - Required Terms and Conditions for All Federally Funded Contracts - Construction

Addendum

FEDERAL - Required Terms and Conditions for All Federally Funded Contracts – General

STATE - Florida Department of Environmental Protection Required Terms

STATE - General State Required Terms

Fully-executed Construction Contract

Attachments

Exhibit A—100% Specifications

Exhibit B - THE HUT PUMPING STATION UPGRADE AND FORCE MAIN PROJECT\_PLANS

Exhibit C - Sample\_Construction\_Agreement\_\_24-CG00780-CT

Exhibit D - Construction\_Documents\_required\_after\_Award

Exhibit E - The Hut Pumping Station Upgrade and FM Project Plans\_Sheets C17 and 18\_REV

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:

A field order;

Engineer's approval of a shop drawing or sample; or

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):

Vendor/Contractor's Pricing Proposal (Bid).

Documentation submitted by Vendor/Contractor after the Notice of Award:

Insurance Certificate.

Payment and Performance Bond.

The following which may be delivered or issued on or after the effective date of the Agreement and are not attached hereto:

Notice to Proceed.

Change Order(s).

The documents listed in this paragraph are attached to the Agreement (except as expressly noted otherwise).

The Contract Documents may only be amended, modified, or supplemented as provided in the Contract Documents.

There are no Contract Documents other than those listed in this section.

**1.02** Amending and Supplementing Contract Documents: The Contract Documents may only be amended, modified, or supplemented as stated in the Solicitation Document, section titled "SPECIAL CONDITIONS", paragraph 16, titled "Changes in the Work; Claims". 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:

A. A field order;

B. Engineer's approval of a shop drawing or sample; or

- C. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

- 1.03** Resolving Conflicts, Errors and Discrepancies in the Contract Documents: In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Contract, Solicitation Document, drawings. Within the Solicitation Document 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 he/she may deem necessary for the fulfillment of the intent of the plans and specifications as construed by him/her; the Engineer's decision shall be final.

## **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 **Coastal Engineering Associates, Inc.**, for the plans and specifications. **Brad Smith, Project Manager or Gordon Onderdonk P.E., Hernando County Utilities Department**, will act as the County'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:

For purposes of this Contract, all time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence.

- 3.02** Days to Achieve Substantial Completion and Final Payment:

Vendor/Contractor agrees that the work will be substantially complete within **Three Hundred Sixty Five (365)** calendar days **to substantial completion** after the commencement date indicated in the Notice to Proceed and ready for final payment within **Three Hundred Ninety Five (395)** calendar days **to final completion** after the date indicated on the Notice to Proceed.

- 3.03** Liquidated Damages:

Vendor/Contractor and County agree for each consecutive calendar day that the work remains incomplete after the date established for substantial completion and/or final completion, the County will retain from the compensation otherwise to be paid to the Vendor/Contractor the sum of **five hundred dollars (\$500.00)** as liquidated damages. This liquidated damages 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 required to complete all work specified.

## ARTICLE 4 – CONTRACT PRICE

**4.01** County 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:

UNIT PRICE WORK					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	\$25,000.00	\$25,000.00
2	Insurance, Permits, & Performance and Payment Bond	1	LS	\$50,000.00	\$50,000.00
3	Maintenance of Traffic	1	LS	\$25,000.00	\$25,000.00
4	Survey Layout/As-built	1	LS	\$11,106.25	\$11,106.25
5	Pre/Post Video	1	LS	\$4,150.00	\$4,150.00
6	Erosion Sediment Control (incl. NPDES Permit/insp rpt./NOT	1	LS	\$35,937.50	\$35,937.50
7	Remove Existing Hedges and Landscaping	1	LS	\$2,000.00	\$2,000.00
8	Clearing & Grubbing	1	LS	\$12,500.00	\$12,500.00
10	Gopher Tortoise Inspection and FWC Relocation Permitting	1	LS	\$3,125.00	\$3,125.00
13	Bypass Pumping	1	LS	\$116,285.12	\$116,285.12
14	Pump Station Site Demolition	1	LS	\$14,998.00	\$14,998.00
15	Refurbish Wet Well, Valve Vault and Meter Vault	1	LS	\$49,622.63	\$49,622.63
16	Replace pumps, rails, wiring, piping, valves, fittings etc. in Wet Well & Valve Vault	1	LS	\$485,441.78	\$485,441.78
17	Precast Valve Vault Lid with 6'x10' Access Hatch	1	LS	\$29,747.63	\$29,747.63
18	10" Unimag Magnetic Flowtube Meter & Transmitter	1	LS	\$29,825.59	\$29,825.59
19	6-ft Diameter Concrete Manhole	1	LS	\$32,857.12	\$32,857.12
20	Odor Control System, Connections, and Appurtenances	1	LS	\$255,841.75	\$255,841.75
22	Pump Station Electrical Control Panels & Lighting	1	LS	\$192,039.27	\$192,039.27
32	Connect to Existing 16" FM	3	LS	\$9,510.50	\$28,531.50
33	Connect 12" FM to Existing Collector Manhole	1	LS	\$4,769.09	\$4,769.09
34	Remove 12" FM from Manhole/Repair Manhole	1	LS	\$8,889.97	\$8,889.97
37	Remove and Replace 18" MES	1	LS	\$2,479.93	\$2,479.93
40	Repair Landscape and Mulch at Pump Station	1	LS	\$5,115.00	\$5,115.00
<b>TOTAL LUMP SUM WORK</b> One Million, Four Hundred Twenty-Five Thousand, Two Hundred Sixty-Three Dollars and Thirteen Cents <b>(\$1,425,263.13)</b>					

All specific cash allowances are included in the above price and have been computed in accordance with the Solicitation Document, section titled "SPECIAL CONDITIONS", paragraph 7.17, 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 the ITB, section titled "SPECIAL CONDITIONS", paragraph 7.17, 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 County Designated Representative as provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 7.17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work". Unit prices have been computed as provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work".

UNIT PRICE WORK					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
9	Sawcut and Remove Existing SW/Driveway (Concrete & Asphalt)	316	SY	\$31.25	\$9,875.00
11	Excavation or Trapping of Unoccupied Burrows	10	EA	\$625.00	\$6,250.00
12	Excavation or Trapping of Occupied Burrows and Relocation	3	EA	\$8,125.00	\$24,375.00
21	Replace Manhole Frame & Covers w/ Composite	3	EA	\$2,826.12	\$8,478.36
23	16" PVC C-900 DR18 FM	2381	LF	\$157.92	\$376,007.52
24	16" Fusible PVC C-900 DR18 FM - HDD	280	LF	\$282.05	\$78,974.00
25	16" 11.25° Vertical Bend	2	EA	\$4,585.69	\$9,171.38
26	16" 22.5° MJ Elbow w/ Restraints	2	EA	\$4,480.58	\$8,961.16
27	16" 45° MJ Elbow w/ Restraints	24	EA	\$4,558.03	\$109,392.72
28	10"x16" Reducer w/ Restraints	1	EA	\$3,617.24	\$3,617.24
29	16" Gate Valve with Box and Restraints	2	EA	\$12,503.68	\$25,007.36
30	32" Steel Casing - Jack & Bore	600	LF	\$1,135.30	\$681,180.00
31	Combination Air-Vacuum Release Valve Assembly and Manhole	2	EA	\$30,887.45	\$61,774.90
35	6" (3,000 PSI w/ Fibermesh) Concrete Driveway	356	SY	\$10.00	\$3,560.00
36	4" Thick x 5' Wide Concrete Sidewalk (3,000 PSI)	300	SF	\$8.75	\$2,625.00
38	Sod Restoration FDOT & ROW	2700	LF	\$23.62	\$63,774.00
39	Seed & Mulch Restoration Easement	1766	LF	\$2.82	\$4,980.12
41	Install 3" DBH Live Oaks	7	EA	\$500.00	\$3,500.00
42	Force Main Abandon in Place	1130	LF	\$19.08	\$21,560.40
43	Force Main Grout & Abandon in Place	150	LF	\$300.00	\$45,000.00
44	Force Main Abandon - Remove & Dispose of	1025	LF	\$57.23	\$58,660.75
TOTAL OF		\$ One Million, Six Hundred Six Thousand, Seven Hundred			(\$1,606,724.91)
ALL UNIT PRICE WORK		Twenty-Four Dollars and Ninety-One Cents			
TOTAL (LUMP SUM + UNIT PRICE WORK)		\$ Three Million, Thirty-One Thousand, Nine-Hundred Eighty-Eight Dollars and Four Cents			(\$3,031,988.04)

## ARTICLE 5 – PAYMENT PROCEDURES

### 5.01 Submittal and Processing of Payments:

Vendor/Contractor shall submit Applications for Payment in accordance with the ITB, 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 County Designated Representative as provided in the Contract Documents.

**5.02**    Progress Payments; Retainage:

**5.02.1**    County 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, Section 218.735, F.S., 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 County Designated Representative may determine or County 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 County Designated Representative's recommendation of payment in accordance with the ITB, section titled "SPECIAL CONDITIONS", paragraph 7.21, titled "Payments to Contractor and Completion", subparagraph B, titled "Progress Payments", subparagraph 1 titled "Application for Payments", item a., County shall pay Vendor/Contractor the remainder of the Contract Price as recommended by County Designated Representative, less any sum County is entitled to set off against County 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 County to the Vendor/Contractor when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the County Designated Representative.

**ARTICLE 6 – INTEREST**

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 County to enter into this Contract 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 with 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 with 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 County 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:

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

### 8.02 Assignment of Contract:

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:

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 County 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 Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

## ARTICLE 9 – CONTRACT PAYMENT

9.01 The County agrees to pay the Vendor/Contractor for the faithful performance under this Contract for the agreed amount of **Three Million, Thirty-One Thousand, Nine-Hundred Eighty-Eight Dollars and Four Cents (\$3,031,988.04)** and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

OWNER/COUNTY:  
HERNANDO COUNTY BOARD OF COUNTY  
COMMISSIONERS

By: BRIAN HAWKINS

Title: CHAIRMAN

[CORPORATE SEAL]

Attest: Douglas A. Chorvat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

VENDOR/CONTRACTOR

DEEB CONSTRUCTION & DEVELOPMENT CO

By: Paul Taylor

Title: vice president

[CORPORATE SEAL]

Attest: Jenna Gailano

Title: Secretary

Address for giving notices:

9400 River Crossing Blvd  
Suite 102  
New Port Richey, FL 34655

Agent for service of process:

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



## Convicted or Discriminatory Vendor List Statement

Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on the contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Company/Firm: Deeb Construction and Dev.  
By: [Signature] Date: 3/12/25  
Authorized Signature  
Title: vice president

#### Instructions for Certification

1. Certifies the company/firm are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the federal department or agency;
2. have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in this document; and
4. have not within five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the above is unable to certify to any of the statements in this certification, then the company/firm shall attach an explanation to this agreement.

## Disadvantaged Business Enterprise (DBE) Affirmation Statement

Prime Contractor/Prime Consultant: Deeb construction and development

Telephone Number: 727-919-1252

Address: 9400 River Crossing Blvd Suite 102 NPR FL 34455

I hereby certify that the above stated contractor/consultant is a (select one):

☐ DBE

☒ Non-DBE

## Subcontractor Services List

Please list all subcontractors for services:

• Company Name: Marolf environmental, inc

Telephone Number: 727-843-0681

Address: 4430 Erie Dr New Port Richey FL 34652

The above company named is a (select one):

☐ DBE

☒ Non-DBE

• Company Name: Blevins Road Boring

Telephone Number: 727-8123-9147

Address: 15044 Reginald Lane Hudson FL 34467

The above company named is a (select one):

☐ DBE

☒ Non-DBE

• Company Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

The above company named is a (select one):

☐ DBE

☐ Non-DBE

• Company Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

The above company named is a (select one):

☐ DBE

☐ Non-DBE

• Company Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

The above company named is a (select one):

☐ DBE

☐ Non-DBE



### GOOD FAITH EFFORTS

The County is committed to supplier diversity in the performance of all contracts associated with Federal and State funding projects. The County requires the Bidder/Contractor to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises in accordance with applicable laws.

The Bidder/Contractor is required to submit documentation upon request to the County to reflect the affirmative action steps taken to utilize minority owned and women owned and small business enterprises in the work and the intended use of these companies in the work.

The Bidder/Contractor is required to include in their bid documentation that the Bidder has carried out these affirmative steps for Disadvantaged, Minority and Disabled Veterans Business Enterprise participation as follows:

- 1) Included qualified Disadvantaged, Minority and Disabled Veterans Business Enterprise on solicitation lists.
- 2) Solicited Disadvantaged, Minority and Disabled Veterans Business Enterprise whenever they are potential sources.
- 3) Divided total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by Disadvantaged, Minority and Disabled Veterans Business Enterprise.
- 4) Where feasible, established delivery schedules which will encourage participation by Disadvantaged, Minority and Disabled Veterans Business Enterprise.

The following websites are provided to assist Bidder/Contractor with Affirmative steps.

i. U.S. Small Business Administration

<http://dsbs.sba.gov/dsbs/>

ii. Florida Department of Transportation, Equal Opportunity Office

<http://www.dot.state.fl.us/equalopportunityoffice/>

iii. <http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

iv. Florida Office of Supplier Diversity

[https://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd)

Bidder/Contractor will be responsible for participating in these affirmative steps and providing documentation to that effect. County will be responsible to verify/certify it has obtained and reviewed documentation from the apparent lowest, responsive, responsible bidder demonstrating a good faith effort to facilitate Disadvantaged, Minority and Disabled Veterans Business Enterprise participation in this contract.

By signing my name below, I certify that I have read the above information. My signature also certifies my understanding and agreement with the above terms and conditions.



Authorized Signature



Date



Name (Printed)

## Representation Regarding Felony Convictions or Tax Delinquent Status

All applicants must complete the paragraph (1) of this representation, and all corporate applicants also must complete paragraphs (2) and (3) of this representation.


- (1) Applicant, Deeb construction and Dev. Co., [insert applicant name] is ☒ is not ☐ (check one) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

For those applicants who indicate above that they are a corporation, the applicant must complete paragraphs (2) and (3) of the representation.

- (2) Applicant, Deeb construction and Dev Co, [insert corporation name] has ☒ has not ☒ (check one) been convicted of a felony criminal violation under ☒ Federal or ☒ State law (check as applicable) in the 24 months preceding the date of application. Applicant has ☒ has not ☒ (check one) had any officer or agent of Applicant convicted of a felony criminal violation for actions taken on behalf of Applicant under Federal or State law in the 24 months preceding the date of signature.

- (3) Applicant, Deeb construction and Dev Co, [insert corporation name] has ☒ does not have ☒ (check one) any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Providing the requested information is voluntary. However, failure to furnish the requested information will make the applicant ineligible to enter into a contract, memorandum of understanding, grant, loan, loan guarantee, or cooperative agreement with USDT.

APPLICANT'S SIGNATURE (BY)	TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY	DATE SIGNED (MM-DD-YYYY)
	<u>vice president</u>	<u>3/12/25</u>

The U.S. Department of Treasury (USDT) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact Disability Resources, U.S. Department of Treasury, 1500 Pennsylvania Avenue, NW, Washington, DC 20220, United States, USDT is an equal opportunity provider and employer.