

# SOLICITATION

SUBMIT SOLICITATION TO:  
Hernando County Purchasing and Contracts  
15470 Flight Path Dr, Brooksville, FL 34604

## REQUEST FOR PRE-QUALIFICATION

MAILING DATE:  
**SEPTEMBER 15,  
2021**

TITLE: **PRE-  
QUALIFICATION  
FOR DEMOLITION  
PROJECTS**

PRE-QUALIFICATION NO.  
**21-TF0075/TM**

SOLICITATION DUE:  
**SEPTEMBER 29, 2021  
at 3:00PM**

DOCUMENTS RECEIVED AFTER ABOVE DATE AND TIME MAY NOT BE ACCEPTED.

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY

  
TONI BRADY  
CHIEF PROCUREMENT OFFICER, HERNANDO COUNTY

### NOTICE TO VENDOR/CONTRACTOR

To ensure that your Pre-Qualification is responsive, you are urged to request clarification or guidance on any issues involving this Solicitation before submission of your response. Your point-of-contact for this Solicitation is Taryn Manser, Purchasing and Contracts, at (352) 754-4020 or email [tmanser@hernandocounty.us](mailto:tmanser@hernandocounty.us) and [purchasing@hernandocounty.us](mailto:purchasing@hernandocounty.us).


# OFFER

HERNANDO COUNTY IS AN  
EQUAL OPPORTUNITY EMPLOYER

VENDOR/CONTRACTOR  
INFORMATION Johnson's Excavation  
Company Name: & Services, Inc.  
Address: 1706 East Trapnell Road  
City: Plant City  
State: Florida Zip: 33566  
Phone Number: 813.752.7097  
Email Address: sales@jescontracting.com

NAME OF PERSON AUTHORIZED TO SIGN OFFER:

Print Name Donathan A. Johnson

Signature 

Title President

I certify that this PRE-QUALIFICATION is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a PRE-QUALIFICATION for the same service, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this PRE-QUALIFICATION and certify that I am authorized to sign this PRE-QUALIFICATION for the Vendor/Contractor. In submitting a PRE-QUALIFICATION to the County of Hernando the Vendor/Contractor offers and agrees that the Vendor/Contractor assigns and transfers to the County of Hernando all rights and interest in and to all causes for action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Hernando.

# AWARD

REVIEWED FOR LEGAL SUFFICIENCY: 09/13/2021

LR NO.: 2021-437

BY: Shannon K. Eller

SUBMIT INVOICES TO:

**HERNANDO COUNTY  
DEVELOPMENT SERVICES  
789 PROVIDENCE BLVD.  
BROOKSVILLE, FL 34601**

SIGNATURE: 

Toni Brady  
Chief Procurement Officer

NAME AND TITLE OF PERSON  
AUTHORIZED TO SIGN ACCEPTANCE  
AND AWARD FOR THE COUNTY

AWARD DATE:

10/18/2021

ISSUE DATE: September 15, 2021



**REQUEST FOR PRE-QUALIFICATION  
DEMOLITION PRE-QUALIFICATION  
CONTRACT NO. 21-TF0075/TM**

Hernando County Board of County Commissioners invites interested parties to submit the requested Pre-Qualification documents **no later than 3:00pm, September 29, 2021**, Pre-Qualification for Demolition Projects to the Board of County Commissioners.

Interested firms may secure the qualification and all other pertinent information by visiting the website of Bid Net at [www.bidnetdirect.com](http://www.bidnetdirect.com). For additional project information, please visit the Hernando County Board of County Commissioners Purchasing and Contracts Department at [www.hernandocounty.us](http://www.hernandocounty.us), or by calling Bid Net at (800) 835-4603 or the Purchasing and Contracts Department at (352) 754-4020.

Qualified firms desiring considering shall submit two (2) originals, clearly marked for Request for Pre-Qualification (RFPQ) "RFPQ No. 21-TF0075/TM" to the Hernando County Purchasing and Contracts Department, 15470 Flight Path Drive Brooksville, Florida 34604, on or before the time stipulated above. Qualifications shall be plainly marked on the outside of a sealed envelope/container with: Firm's name and address, and Qualification Name and Number. Qualification packages are to be submitted to:

**Physical Address:**

Hernando County Purchasing & Contracts Department  
15470 Flight Path Drive  
Brooksville, Florida 34604


The Board of County Commissioners will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any qualification by the deadline stated above.

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members are to be lobbied, either individually or collectively, concerning this qualification. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this contract are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, or meetings relating to the qualification process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification of this solicitation.

Purchasing and Contracts Department will post addenda on Bid Net at [www.bidnetdirect.com](http://www.bidnetdirect.com) to all questions in accordance with the Solicitation Instructions. **It is the responsibility of prospective Applicants to visit the Bid Net at [www.bidnetdirect.com](http://www.bidnetdirect.com) to ensure that they are aware of all addenda issued relative to this solicitation.**

***Pursuant to Florida Statutes 119.071 (Current Edition) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from 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.***

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY



\_\_\_\_\_  
TONI BRADY  
HERNANDO PURCHASING AND CONTRACTS DEPARTMENT  
CHIEF PROCUREMENT OFFICER, HERNANDO COUNTY

**NOTICE TO APPLICANTS**

To ensure that your Bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Taryn Manser, Purchasing Agent I, Purchasing and Contracts Department, at (352) 754-4020 or email at [tmanser@hernandocounty.us](mailto:tmanser@hernandocounty.us) and [purchasing@hernandocounty.us](mailto:purchasing@hernandocounty.us).

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**SECTION I - SOLICITATION INSTRUCTIONS**

1. **DEFINITION OF TERMS:** Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:
  - 1.1. **APPLICANT:** The term "Applicant" used herein refers to the dealer/manufacturer or business organization submitting a Pre-Qualification application to the County in response to this solicitation.
  - 1.2. **CONTRACT:** The Agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to Vendor/Contractors, proposal, surety bonds, addenda and other documents) whether attached thereto or not.
  - 1.3. **CONTRACT TIMES:** The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment as set forth in the Agreement. The Contract Times will commence on the date indicated in the Notice to Proceed.
  - 1.4. **CONTRACT WORK:** Any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the Vendor/Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment, and other incidentals.
  - 1.5. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
  - 1.6. **MODIFICATION/AMENDMENT/CHANGE ORDER:** Shall mean the written order to the Vendor/Contractor signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the Contract Documents or an adjustment in the Contract Price issued after Contract award.
  - 1.7. **OWNER:** Hernando County Board of County Commissioners (County).
  - 1.8. **VENDOR/CONTRACTOR:** The Pre-Qualified entity awarded a Contract by the County for the furnishing of goods or services.
  
2. **TIMETABLE:**

Date of Distribution:	<u>September 15, 2021</u>
Last Date of Inquiries:	<u>September 23, 2021 at 5:00 P.M.</u>
Pre-Qualification Application Due:	<u>September 29, 2021 at 3:00 P.M.</u>
  
3. **PRE-QUALIFICATION CONFERENCE:** N/A
  
4. **QUESTIONS REGARDING SPECIFICATIONS OR APPLICATION PROCESS:** To ensure fair consideration for all Pre-Qualification Applicants, the County prohibits communication to or with any department, division or employee during the Bid process, except as provided below:
  - 4.1. All questions relative to interpretation of the specifications or the Pre-Qualification process shall be addressed in writing as indicated below, in ample time prior to the period set for submittal and opening of the Pre-Qualification Application.
  - 4.2. Any interpretation or clarification made to prospective Pre-Qualification Applicants will be expressed in the form of an addendum to the specifications which, if issued will be posted on the [www.bidnetdirect.com](http://www.bidnetdirect.com). **Oral answers will not be authoritative.**
  - 4.3. It will be the responsibility of the Pre-Qualification Applicants to visit [www.bidnetdirect.com](http://www.bidnetdirect.com) to ensure they are aware of all Addenda issued for this solicitation.

- 4.4. Questions must be submitted via e-mail to [tmanser@hernandocounty.us](mailto:tmanser@hernandocounty.us) and [purchasing@hernandocounty.us](mailto:purchasing@hernandocounty.us) or faxed to (352) 754-4199. Questions will only be accepted through the period specified in the Pre-Qualification Application documents.
- 4.5. All Addenda must be acknowledged by signing and submitted with the Pre-Qualification Application. Failure to acknowledge any Addenda may render the Vendor/Contractor's Pre-Qualification Application as non-responsive and subject to rejection.

## SECTION II - GENERAL CONDITIONS

### 5. CONTRACT PERIOD:

- 5.1. The Contract resulting from this solicitation shall be a term Contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this Contract.
- 5.2. The period of the Contract shall extend for twelve (12) months effective from the date of award.
- 5.3. **Renewal Option (Unilateral):** At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for two (2) additional twelve (12) month periods at the same prices, terms and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.
- 5.4. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the Agreement.

### 6. QUALIFICATION OF PRE-QUALIFIED APPLICANT:

- 6.1. APPLICANTS should be aware of the experience requirements below:
  - 6.1.1. Applicant must submit with their qualifications, a list of at least three (3) references of firms, organization and/or governmental agencies/ entities for which services of a similar size and scope of this solicitation (see attachment 8). These references must have been satisfactorily performed within the past three (3) years. Failure to submit said references may render the submission non-responsive. The County reserves the sole right to request and Vendor/Contractor to provide additional references sought by the County.

### 7. PRE-QUALIFICATION EVALUATION/AWARD OF PROJECTS:

- 7.1. Pre-Qualification evaluation will be based on conformance with the specifications, and the Vendor/Contractor's ability to perform the Contract in accordance with the terms and conditions required.

- 7.2. Prior to each work order, pre-qualified Vendor/Contractors under this Contract will be asked for a **Quote**. Depending on the scope of work to be performed, all or a portion of Vendor/Contractor will be invited to provide a quote utilizing a rotational basis. The work order will be awarded to the lowest, responsive, and responsible Vendor/Contractor. However, the County reserves the sole right to reject any and all quotes in accordance with the Hernando County Procurement Ordinance.
- 7.3. Per Hernando County Purchasing Policies and Procedures Section No. 030, if a specific project is anticipated to be less than \$2,500.00, only one (1) Vendor/Contractor will be contacted to provide a quote. In these cases, the Vendor/Contractors will be utilized on a rotational basis.
- 7.4. Pre-Qualified Vendor/Contractors shall submit quotes on projects as requested by Hernando County departments. Failure to respond to three (3) consecutive quotes may result in the pre-qualified Vendor/Contractor being removed from the pre-qualification list.
- 7.5. If two (2) or more fully responsive, responsible quotes are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the project to the Vendor/Contractor whose place of business is located within the boundaries of Hernando County, Florida. Should tie Bids, as described above, be received from either two (2) or more Hernando County Vendor/Contractors or from non-local Vendor/Contractors when no Hernando County Vendor/Contractor has submitted a tie Bid, then the Chief Procurement Officer shall award the Contract to one (1) Vendor/Contractor by drawing lots in a public meeting. **Note: It is the intention of the County to award to multiple qualified Vendor/Contractors.**
8. **LOCAL PREFERENCE:** N/A
9. **HOURS:** Work may be performed between the hours of 8:00 AM – 5:00 PM, Monday through Friday, except County holidays. The County may, on certain occasions, approve work outside of these times. Such exception(s) must be approved in writing by the County at least one (1) day in advance. Services will not be permitted when operations would cause a traffic or safety hazard.
10. **WARRANTIES:** The Vendor/Contractor agrees that the supplies and services furnished under this Contract shall be covered by the most favorable commercial warranties the Vendor/Contractor gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.
11. **DELIVERY AND ACCEPTANCE:**
- 11.1. The County will order services/supplies by issuance of a Hernando County Numbered Purchase Order (PO) or email work authorization for projects approved for P-card payment. As used in this Contract or its related documents, "Purchase Order" or "PO" shall include email work authorizations for projects approved for P-card payment. Each Purchase Order will specify the Scope of Work, Location and Date(s) for service required.
- 11.2. Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet Purchase Order specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the Vendor/Contractor takes necessary correction action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.
- 11.3. Unless otherwise specified, services shall be performed as described in these Contract documents on a case by case or project by project basis.
- 11.4. Vendor/Contractor(s) shall not commence work prior to the County's receipt and acceptance of the **Certification of Insurance**, and any other required documents/certificates as specified by these Contract documents.

- 12. REJECTION OF APPLICATION:** The County reserves the sole right to reject any and all Pre-Qualification Application submissions. Pre-Qualification Application which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply with every aspect of this Pre-Qualification Application, may be rejected at the option of the County. A Vendor/Contractor shall not be qualified when an investigation by the Chief Procurement Officer finds the Vendor/Contractor delinquent on a previously awarded Contract or in litigation with a Hernando County previously awarded Contract.
- 13. NON-EXCLUSIVE CONTRACT:** Award of a Contract resulting from this Pre-Qualification Application imposes no obligation on the County to utilize the Vendor/Contractor for all work of this type, which may develop during the Contract period. This is not an exclusive Contract. The County specifically reserves the right to Contract with another company for similar work if it deems such action to be in the County's best interest.
- 14. NON-PERFORMANCE:**
- 14.1.** Time is of the essence in this Contract and failure to deliver the services specified within the time period required shall be considered a default.
- 14.1.1.** In case of default, the County may procure the services from other sources and hold the Vendor/Contractor responsible for all costs occasioned thereby and may immediately cancel the Contract. The Chief Procurement Officer (CPO) reserves the sole right to impose and debar Vendor/Contractors, as a direct result of Vendor/Contractor default and termination for a period of twelve (12) months to twenty-four (24) months depending upon the severity of the default resulting in Contract termination. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the Contract. This liability includes any increased costs incurred by the County in completing Contract performance.
- 15. ASSIGNMENT:** The successful Vendor/Contractor is required to perform this Contract and may not assign transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title, or interest therein, or the resulting Contractual Agreement in whole or in part without prior written authorization given at the sole discretion of Hernando County.
- 16. PUBLIC ENTITY CRIMES:** Any person submitting a Pre-Qualification Application in response to this Request for Pre-Qualification certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes (Current Edition), on Public Entity Crimes. Pre-Qualification Applicants must complete and return with its Pre-Qualification Application the Sworn Statement to Public Entity Crimes Form attached in these documents.
- 17. LICENSES AND PERMITS:** Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Hernando County, any and all licenses and permits required to complete this Contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her designee.
- 18. LAWS, REGULATIONS, PERMITS AND TAXES:** Vendor/Contractor shall comply with County's jobsite procedures and regulations and with all applicable local, state and federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Vendor/Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Vendor/Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract. **The County of Hernando is exempt from Federal Excise Taxes and all Sales Taxes.**
- 19. TAXES:**
- 19.1.** The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:

Florida Sales & Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/2019 – expiring on 1/31/2024.

- 19.2. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractor(s) who use the tangible personal property in the performance of Contracts for improvements of County owned real property (Chapters 192 and 212, F.S. (Current Edition) and applicable rules of the Department of Revenue).

**20. LITIGATION/WAIVER OF JURY TRIAL:** This Contract shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

**21. TERMINATION:**

**21.1. Termination for Default:**

- 21.1.1.** The County may, by written notice to the Vendor/Contractor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:
- 21.1.1.1.** Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.
  - 21.1.1.2.** Deliver the supplies or to perform the services within the time specified in this Contract or any extension.
  - 21.1.1.3.** Make progress so as to endanger performance of this Contract.
- 21.1.2.** Prior to termination for default, the County will provide adequate written notice to the (Vendor/Contractor) through the Chief Procurement Officer, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the Contract. This liability includes any increased costs incurred by the County in completing Contract performance.
- 21.1.3.** In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:
- 21.1.3.1.** Stop work on the date and to the extent specified.



- 21.1.3.2.** Terminate and settle all orders and Sub-Contracts relating to the performance of the terminated work.
- 21.1.3.3.** Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
- 21.1.3.4.** Continue and complete all parts of that work that have not been terminated.
- 21.1.4.** If the Vendor/Contractor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.
- 21.2.** Termination for Convenience: The County, by written notice, may terminate this Contract, in whole or in part, when it is in the County's interest. If this Contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination may provide the Vendor/Contractor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.
- 22. FISCAL NON-FUNDING:** In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the Vendor/Contractor of such occurrence and Contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
- 23. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:**
- 23.1.** At the option of the Vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.
- 23.2.** Each governmental agency allowed by the Vendor/Contractor to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this Pre-Qualification Application and subsequent Contract award.
- 24. INTERIM EXTENSION OF PERFORMANCE:** If it is determined that interim performance is required to allow for the solicitation and award of a new Contract, the County may unilaterally extend the Contract for a maximum period of up to six (6) months. Current pricing, delivery and all other terms and conditions of the Contract shall apply during this interim period.
- 25. COMPETENCY OF BIDDERS:** The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Vendor/Contractor to perform the work; and if after investigation, the evidence of his competency or financial ability is not satisfactory, the County reserves the right to reject his/her/its Pre-Qualification Application.
- 26. MAINTENANCE OF RECORDS:** The Vendor/Contractor will keep adequate records and supporting documents applicable to this Contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this Contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this Contract and a period of five (5) years after completion of Contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701 (Current Edition), Florida Statutes, Consultant/Firm shall comply with the Florida Public Records' laws and shall:
- 26.1.** Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service;

- 26.2. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. (Current Edition), or as otherwise provided by law.
- 26.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,
- 26.4. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Consultant/Firm upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- 26.5. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

**IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, [PURCHASING@HERNANDOCOUNTY.US](mailto:PURCHASING@HERNANDOCOUNTY.US), WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.**

Per Florida Statute 20.0255(5) (Current Edition), it is the duty of every state officer, employee, agency, special district, board, commission, Contractor, and Sub-Contractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

#### **27. PAYMENT:**

- 27.1. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to:

HERNANDO COUNTY DEVELOPMENT SERVICES  
789 PROVIDENCE BLVD.  
BROOKSVILLE, FL 34601

(or by P-card if indicated by email for work authorization for projects approved for P-card payment as indicated in paragraph 11.1).

- 27.2. Each invoice shall give a detailed breakdown of the services provided.
- 27.3. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference, and be based upon the Quantity Report received after project completion.
- 27.4. Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74 (Current Edition). Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.
- 27.5. **Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit):** If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

#### **28. CONFLICT OF INTEREST:**

- 28.1. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract

or Sub-Contract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all Sub-Contracts, the language set forth in this paragraph prohibiting conflict of interest.

**28.2. Employee Conflict of Interest:** It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement Contract when Hernando County employee knows that:

**28.2.1.** Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement Contract; or

**28.2.2.** Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract; or

**28.2.3.** A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

**28.3. Former Employee Conflict of Interest:** It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one year of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the Bid submission.

## **29. GRATUITIES AND KICKBACKS:**

**29.1. Gratuities:** It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, or to act in an advisory, investigative or auditing capacity. The County in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Sub-Contract, or to any solicitation or proposal therefore.

**29.2. Kickbacks:** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor under a Contract to the prime Contractor or higher tier Sub-Contractor or any person associated therewith, as an inducement for the award of a Sub-Contract or order.

## **30. E-VERIFY:**

**30.1.** Vendor/Contractor is advised that the County has entered into an Agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your bid, Vendor/Contractor represents and warrants (a) that the Vendor/Contractor is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

**30.2.** A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Vendor/Contractor unless such an allegation has been determined to be factual by Immigration and Customs Enforcement (ICE)

pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.

- 30.3.** Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:
- 30.3.1.** The County's Purchasing and Contracts Department at (352) 754-4020; and
  - 30.3.2.** Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE
- 30.4.** In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Vendor/Contractor from Bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.
- 30.5.** Vendor/Contractor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its Agreements with Sub-Contractors:
- 30.5.1.** Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
  - 30.5.2.** Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
  - 30.5.3.** Establish a written hiring and employment eligibility verification policy.
  - 30.5.4.** Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
  - 30.5.5.** Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
  - 30.5.6.** Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
  - 30.5.7.** Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
  - 30.5.8.** Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor Agreements.
  - 30.5.9.** Establish a protocol for responding to letters received from federal and state government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
  - 30.5.10.** Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
  - 30.5.11.** Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and

authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

- 30.5.12.** Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

**31. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473 (Current Edition):** Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan list, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an Attachment to this solicitation. Submitting a false certification shall be deemed a material breach of Contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

**32. INSURANCE REQUIREMENTS:**

**32.1. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:**

**32.1.1. INDEMNITY:** To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its Sub-Contractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

**32.1.2. PROTECTION OF PERSONS AND PROPERTY:**

**32.1.2.1.** The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.

**32.1.2.2.** The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

**32.2. MINIMUM INSURANCE REQUIREMENTS:** Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County,

and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

**32.2.1. WORKERS' COMPENSATION:** As required by law:

STATE.....Statutory  
 APPLICABLE FEDERAL.....Statutory  
 EMPLOYER'S LIABILITY.....Minimum : \$100,000 each accident  
 \$100,000 by employee  
 \$500,000 policy limit

**Exemption per Florida Statute 440:** If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440 (Current Edition), they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.

<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>

**32.2.2. GENERAL LIABILITY:** Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

**COVERAGE AS FOLLOWS:**

EACH OCCURRENCE.....\$1,000,000  
 GENERAL AGGREGATE.....\$2,000,000  
 PERSONAL/ADVERTISING INJURY.....\$1,000,000  
 PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....\$2,000,000

Per Project Aggregate (if applicable)

**ALSO,** include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire).....\$50,000  
 MEDICAL EXPENSE (Any one (1) person).....\$5,000

**32.2.3. ADDITIONAL INSURED:** Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The additional insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.

**32.2.4. WAIVER OF SUBROGATION:** Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Vendor/Contractor to enter into a pre-loss Agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an Agreement on a pre-loss basis.

**32.2.5. AUTOMOBILE LIABILITY:** Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards.

**COVERAGE AS FOLLOWS:**

COMBINED SINGLE LIMIT (CSL).....	\$1,000,000
BODILY INJURY (Per Person).....	\$1,000,000
BODILY INJURY (Per Accident).....	\$1,000,000
PROPERTY DAMAGE.....	\$1,000,000

**32.2.6. [X] Not-Required TB (initials)**

**PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.**

**PROFESSIONAL LIABILITY:** including errors and omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", consultant may submit annually to the County a current Certificate of Insurance proving insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of \$1,000,000.00.

**32.2.7. [X] Not-Required TB (initials)**

**PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.**

**BUILDERS RISK INSURANCE:** Combined single limit must equal value of the construction, per project aggregate.

The policy shall cover portions of the work in transit, property scaffolding, false work and temporary buildings located at the site. The policy must cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, Ordinance or regulation.

The insurance required herein must be on an all risk form and must be written to cover all risks of physical loss or damage to the insured party and must insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightning, earthquake, flood, water damage and windstorm.

If there are any deductibles applicable to the insurance required herein, Vendor/Contractor must pay any part of any loss not covered because of the operation of such deductibles.

The insurance as required herein must be maintained in effect until the earliest of the following date:

- 32.2.7.1.** Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;
- 32.2.7.2.** Date on which final payment of this Contract has been made by County to Vendor/Contractor; or
- 32.2.7.3.** Date on which the insurable interests in the property of all insured other the County have ceased.
- 32.2.7.4.** Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.

- 32.2.8. **[X] Not-Required TB (initials)**  
**PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.**

**CRIME PREVENTION – BOND:** Vendor/Contractor shall procure a fiduciary bond in the amount of \$100,000 covering loss or theft by Vendor/Contractor, its agents, or employees, and shall procure insurance in the amount of \$10,000 covering loss or theft by non-employees such as by burglary or robbery for any funds or negotiable instruments under the custody or care of Vendor/Contractor that would inure to the benefit of the County.

- 32.2.9. **[X] Not-Required TB (initials)**  
**PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.**

**EXCESS/UMBRELLA LIABILITY:** Vendor/Contractor shall provide proof of excess/umbrella liability coverage with minimum limits of \$1,000,000. Limits can be increased, based on Contract.

- 32.2.10. **[X] Not-Required TB (initials)**  
**PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.**

**POLLUTION LIABILITY**

Include exposures of pesticides/insecticides and herbicides.

Limits as follows:

No less than \$1,000,000 Per Occurrence

\$1,000,000 Aggregate

\$5,000 Medical Payment

Additional Insured & Waiver of Subrogation required.

- 32.2.11. **SUB-CONTRACTORS (if applicable):** All Sub-Contractors hired by said Contractor are required to provide Hernando County Board of County Commissioners Certificates of Insurance with the same limits required by the county as required by the Contract. All Sub-Contractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

- 32.2.12. **RIGHT TO REVISE OR REJECT:** County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or its failure to adhere to legal requirements.

- 32.3. Each insurance policy shall include the following conditions by endorsement to the policy:

- 32.3.1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The Certificate of Insurance shall provide a minimum thirty (30) day notice to the County of cancellation of the policy, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, **Vendor/Contractor agrees to notify the County by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written**



**specifics as to which coverage is no longer in compliance.** The Certificate Holder shall read:

Hernando County Board of County Commissioners  
Attention: Human Resources/Risk Department  
15470 Flight Path Drive, Brooksville, FL 34604

- 32.3.2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles as all are the sole responsibility and risk of Vendor/Contractor.
- 32.3.3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.
- 32.3.4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's self-insured retentions of whatever nature.
- 32.4. The Vendor/Contractor shall be required to provide a current certificate of insurance to the County prior to commencement of services.
- 32.5. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a certificate of insurance coverage(s), prior to award of the Contract.
- 32.6. Failure of the owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided shall not be construed as a waiver of the Vendor/Contractor's obligation to maintain such insurance.

### 33. **MINIMUM WAGE RATES:**

- 33.1. The Vendor/Contractor shall be required to pay his/her/its employees no less than the Federal Minimum Wage Rate.
- 33.2. If the Contract should be renewed, the Contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal Law Governing Wage Rates during the period of the Contract for labor-related costs only.
- 33.3. The County reserves the right to inspect the payroll records of the Vendor/Contractor, as may be deemed necessary, to determine that the Vendor/Contractor is complying with Federal Wage and Hour Law.

### 34. **SAFETY PRECAUTIONS:**

- 34.1. The Vendor/Contractor shall be responsible for instructing his workmen in appropriate safety measures with respect to all services provided under this Contract, and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard.
- 34.2. All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation and Occupational Safety and Health Administration (OSHA) requirements.

35. **RESPONSIVE/RESPONSIBLE:** At the time of submitting a Bid response, the County requires that the Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Bid responses that fail to provide the required forms listed in these Bid Documents may be rejected as non-responsive. **Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform**

**the requirements of the Bid may be rejected as non-responsible.** The County reserves the sole right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible. The County reserves the sole right before awarding the Bid, to require a Bidder to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all federal state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Bid/Contract. Ignorance of legal requirements on the part of the Bidder/Vendor/Contractor will in no way relieve his/her/its responsibility.

### 36. CLAIMS:

- 36.1. Chief Procurement Officer's Decision Required:** All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.
- 36.2. Notice:** Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the Contract promptly (but in no event later than thirty (30) days after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data, shall be delivered to the Chief Procurement Officer and the other party to the Contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 5.3. A claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 5. Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).
- 36.3. Chief Procurement Officer's Action:** Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
- 36.3.1.** Deny the claim in whole or in part,
- 36.3.2.** Approve the claim, or
- 36.3.3.** Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.
- 36.4.** In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.
- 36.5. Chief Procurement Officer's** written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Paragraph 37 within thirty (30) days of such action or denial.

### 37. DISPUTE RESOLUTION:

- 37.1.** Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the effective date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect.

- 37.2. Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- 37.3. If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to Paragraph 36 shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:
- 37.3.1. Agrees with the other party to submit the claim to another dispute resolution process, or
- 37.3.2. Gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

### **SECTION III - SPECIAL CONDITIONS**

**38. INSPECTION OF FACILITIES/AREAS:** It is the Vendor/Contractors responsibility to become fully informed as to the nature and extent of the work required, local site conditions, and any other factors that may impact performance of the Contract. The responsibility to inspect the worksite is the sole responsibility of the Vendor/Contractor prior to providing a Quote, pursuant to Paragraph 11. Arrangement for Vendor/Contractor's inspection of facilities and/or activity schedule may be secured by calling 352-754-4020. Failure to visually inspect the facilities may be cause for disqualification of your Bid. After Contract award (issuance of Purchase Order (PO)), no additional compensation will be made as a result of the differences between actual labor and materials required to complete the project and the Contract or Purchase Order (PO) amount.

**39. LICENSES AND PERMITS:**

- 39.1. Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to the County, any and all licenses and permits required to complete this Contractual/Quoted service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her/its designee.
- 39.2. Said licenses shall be in the Vendor/Contractor's name as it appears on the Prequalification Application. Bidder shall supply appropriate license numbers, with expiration dates, as part of their Prequalification Application. Failure to hold and provide proof of a proper active license, certification and registration may be grounds for rejection of the Prequalification Application.
- 39.3. Upon notification, Vendor/Contractor shall provide copies of all applicable licenses prior to each job Quote.

**40. PRE-AWARD MEETING:** Within fourteen (14) days after receipt of notice of intent of award of Quote, pursuant to Paragraph 11, Vendor/Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

**41. PERFORMANCE:**

- 41.1. Timely performance is of the essence in the award of this Prequalification Application. Performance shall be defined in the request for Quote, as defined in Paragraph 11. Quotes which fail to meet this requirement shall be rejected.
- 41.2. Failure of the awarded Vendor/Contractor to meet this performance requirement may result in default, immediate cancellation of the Purchase Order, and all other applicable remedies available to the County under state law.
- 41.3. It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this Prequalification Contract.
- 41.4. If said Vendor/Contractor shall neglect, fail or refuse to provide the services within the time herein specified on the request for Quote, pursuant to Paragraph 11, then said Vendor/Contractor does

hereby agree as part of the consideration for the awarding of this Prequalification Contract, to pay the County the sum extended by the County to Contract for like services approved by the Purchasing and Contracts Department for the period from the required scheduled commencement date until performance of services covered in the Quote is completed.

- 41.5. The Vendor/Contractor shall, within five (5) calendar days from the beginning of such delay, notify the Chief Procurement Officer in writing of the cause(s) of the delay.
42. **LIQUIDATED DAMAGES:** Should the awarded Vendor/Contractor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the request for Quote, pursuant to Paragraph 11, or within such additional time(s) as may be granted by the County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Vendor/Contractor shall pay to the County, as liquidated damages, any amount defined in the request for Quote, for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the Vendor/Contractor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Vendor/Contractor.
43. **CODES AND REGULATIONS:** The awarded Vendor/Contractor must strictly comply with all federal, state and local building and safety codes.
44. **DEBRIS:** Awarded Vendor/Contractor shall be responsible for the prompt removal of all debris which is a result of this Contractual Service (each job awarded and Purchase Order (PO) issued).
45. **PROTECTION OF PROPERTY/SECURITY:**
- 45.1. The Vendor/Contractor shall provide barricades if necessary and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and the Vendor/Contractor shall provide for removal of all debris from County property.
- 45.2. The Vendor/Contractor, shall at all times, guard against damage or loss to property of Hernando County, or of other Vendor/Contractors, and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss of damage to property through negligence of the Vendor/Contractor or his agent.
46. **BID BOND/PERFORMANCE BOND AND PAYMENT BOND:** (Required if project quoted is over \$200,000)
- 46.1. If required, each Quote submitted from a request for Quote, pursuant to Paragraph 11, must be accompanied by a Certified or Cashier's check or Bid Bond in a sum of not less than ten percent (10%) of the total Quote. Quote deposits amounting to less than two hundred dollars need not be submitted. All checks shall be made payable to the Hernando County Board of County Commissioners. Unsuccessful Vendor/Contractor's performance deposit will be returned upon evaluation and award of Quote. The awarded Vendor/Contractor's performance deposit will be returned upon receipt and acceptance of a 100% Performance Bond and a 100% Payment Bond. Under no circumstances shall the awarded Vendor/Contractor start work until he/she has supplied an acceptable Performance Bond and Payment Bond. If the awarded Vendor/Contractor fails to supply a Performance Bond and/or Payment Bond as specified in the Quote, the County shall be entitled to retain the Quote deposit to rectify the Vendor/Contractor's unacceptable performance. The Surety which issues the Bid Bond and the Performance Bond and Payment Bond must be listed on the U.S. Treasury, Fiscal Service, Bureau of Government Financial Operations, (latest review) entitled "Companies Holding Certificates of Authority as Acceptable Surety on Federal Bond and as Acceptable Reinsuring Companies".
- 46.2. The awarded Vendor/Contractor shall furnish a Performance Bond and a Payment Bond as security for faithful performance of Quote awarded as a result of a request for Quote, and for the payment

of all persons performing labor and/or furnishing material in connection therewith. The Surety of such Bond shall be in an amount equal to the Contractual service (each job awarded, and Purchase Order (PO) issued). The Surety shall be responsible for any liquidated damages assessed because of failure to complete the Contractual service. The Surety shall also be responsible for any increases or extensions to the Contract. The attorney-in-fact who signs the Bond must send with the Bond a certificate and effective dated copy of power of attorney. Under no circumstances shall the awarded Vendor/Contractor begin work until he/she has supplied the County a Performance Bond and Payment Bond.

- 47. MARKET CONDITIONS:** The County reserves the right to purchase on the open market should lower market prices prevail, at which time the Vendor/Contractor shall have the option of meeting the lower price or relieving the County of any obligation previously understood.
- 48. CHANGES - SERVICE CONTRACTS:**
- 48.1.** The County may at any time by issuance of an executed change order make changes within the general scope of the Contract in any of the following areas:
- 48.1.1.** Description of services to be performed.
  - 48.1.2.** Time of performance (i.e., hours of the day, days of the week, etc.).
  - 48.1.3.** Place of performance of the services.
- 48.2.** The Vendor/Contractor shall not commence the performance of additional work or other changes not covered by this Contract without an executed Change Order issued by the Purchasing and Contracts Department. If the Vendor/Contractor performs additional work beyond the specific requirements of this Contract without an executed Change Order, it shall be at his/her own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.
- 49. METHOD OF ORDERING:** The County will issue Purchase Orders against the Contract on an as-needed-basis for the supplies or services listed on the request for Quote form, pursuant to Paragraph 11.
- 50. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS:** It is hereby made a part of this Request for Qualification that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Hernando County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay Contractual prices for all products or services required during an emergency situation. **Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.**
- 51. SITE DAMAGE:** The Vendor/Contractor shall be held responsible for damage to any site feature including, but not limited to: irrigation equipment, trees, shrubs, signs, vehicles, etc. caused by the Vendor/Contractor. It shall be the Vendor/Contractor's responsibility to clean-up and/or rectify, to the County's satisfaction, any damage to County property caused by any individual(s) connected with the Vendor/Contractor. The Vendor/Contractor shall be notified of the specific nature of the damage and cost of repair. The County shall, at its option, invoice the Vendor/Contractor's for payment or reduce the next regular payment to the Vendor/Contractor, for the cost of repairs, materials, and labor.
- 52. EQUIPMENT LIST:** Vendor/Contractor's shall submit with the Prequalification Application a listing of all equipment which Vendor/Contractor's will use in the performance of this Contract, including rolling stock, loaders, tractors, mowers, and any other specified equipment. The Vendor/Contractor is also required to indicate which equipment is company-owned. Failure to submit said equipment list may render Vendor/Contractor's response non-responsive.
- 53. FINAL SITE INSPECTON:** Final inspection of each site by County staff will be performed within ten (10) days after receipt of notification from the Vendor/Contractor that services at such site are complete. The

site must meet all requirements as stated in the scope of work issued (each job awarded) prior to payment processing.

54. **JESSICA LUNDSFORD ACT:** The work may require the Vendor/Contractor to enter school grounds when students are present. Accordingly, as required by Section 1012.465, F.S. (Current Edition), Vendor/Contractor's employees and agents that will enter school grounds must meet Level 2 screening requirements as described in Section 1012.32, F.S. (Current Edition). Vendor/Contractor must provide evidence that it is in compliance with this requirement no later than ten (10) days prior to commencement of work.

#### **SECTION IV: SCOPE AND SPECIFICATIONS**

55. **CONFLICTING TERMS WITH SECTION IV:** In the event of a conflict between the terms of the Contract (including any and all attachments thereto, excluding Section IV, and any amendments thereof) and any of the terms of Section IV, the terms of the Contract (including any and all attachments thereto, excluding Section IV, and any amendments thereof) shall control.
56. **SCOPE OF WORK:** The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the demolition projects, as described in the specifications in Hernando County, Florida.
57. **LOCATION OF THE WORK:** The work to be performed in this Contract will be performed at various locations, in Hernando County, Florida.
58. **SPECIFICATIONS:**

This Contract will include demolishing and removing structures from parcels located within Hernando County. Information pertaining to the demolition shall include:

- Address of the property; description of the lot
- Specify the nature of the building(s) to be removed i.e., "residential structure", "accessory building", "foundations included" etc.
- If removal of "debris" surrounding the residence is required, describe in detail

The work will include: 1) loading the debris, 2) hauling the debris to an approved dumpsite, and 3) disposing of the debris at the dumpsite. Ineligible debris will not be loaded, hauled, or dumped under this contract.

#### **SERVICES**

The Vendor/Contractor shall provide specified equipment, with operators and laborers, for debris removal. The Vendor/Contractor shall provide the crews for the timely execution to the service contract not to exceed ten (10) business days from County notification to proceed/issuance of a purchase order.

The Vendor/Contractor shall conduct the work so as not to interfere with any public utilities or any public right-of ways. The Vendor/Contractor shall comply with local, State and Federal Safety and Health requirements. This shall include all permits for the legal disposal of hazardous materials.

The Vendor/Contractor must be duly licensed in accordance with the State of Florida statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Vendor/Contractor shall be responsible for determining what permits are necessary to perform under the Contract.

The Vendor/Contractor shall be responsible for coordinating the shut-off, inspection and abandonment of all utilities including, but not limited to, electric, cable, telephone, water, sewer, gas, wells, septic system, etc. Foundation removal is required.

The Vendor/Contractor shall show "Extent of Underground Demolition" if applicable.

#### **DUMPSITES**

The Vendor/Contractor shall use a debris dumpsite approved by the Hernando County Building Department. The Vendor/Contractor will be required to provide a receipt from the dumpsite.

### **PERFORMANCE SCHEDULE**

The Vendor/Contractor shall meet with a Building Department Investigator prior to commencing work.

The Vendor/Contractor shall notify a Building Department Investigator of the date and time when work is commencing.

The Vendor/Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract.

### **EQUIPMENT**

All trucks and other equipment must be in compliance with all applicable Federal, State and local rules and regulations.

Any truck used to haul debris must be equipped with a tailgate that will effectively contain the debris during transport. Sideboards or other extension to the bed are allowable, provided they meet all applicable rules and regulations, cover the front and sides, and are constructed in a manner to withstand severe operating conditions.

### **OTHER CONSIDERATIONS**

The Vendor/Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Vendor/Contractor.

The Vendor/Contractor shall take necessary safeguards to prevent dust from being transmitted to neighboring properties.

The demolition permit cost can be found on the fee schedule [www.hernandocounty.us/bldg](http://www.hernandocounty.us/bldg)

The demolition permit has two (2) inspections, rough demolition and final demolition.

The Vendor/Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Vendor/Contractor shall provide flag persons, signs, equipment and other devices necessary to meet Federal, State and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract.

The site shall be left in a clean and acceptable condition upon completion. The site shall be stabilized with either mulch or grass seed, with appropriate cover to provide minimal erosion control.

### **PAYMENT**

The Vendor/Contractor shall be entitled to invoice at the completion of the terms of the contract. Contractor's billing documents shall include the address of the property services, invoice number and a copy of the dumpsite operator scale ticket.

**END OF SECTION IV - THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SECTION V: PRE-QUALIFICATION QUESTIONNAIRE  
FOR  
CONTRACT NO. 21-TF0075/TM DEMOLITION PROJECTS**

Submitted by: Johnson's Excavation & Services, Inc.  
Company Name

Registrants Name: Donathan A. Johnson Title: President

Address: 1706 East Trapnell Road Phone: 813.752.7097

Plant City, Florida 33566 Fax: 813.719.9052

E-Mail: sales@jescontracting.com

- 1. CJC1154196 Donathan A. Johnson  
State Registration Number Certificate Holder's Name
- CBC059540 Donathan A. Johnson  
State Certification Number Certificate Holder's Name
- CGC0521094 Donathan A. Johnson  
Hernando County Demolition License Certificate Holder's Name

2. Are there any disciplinary actions against the qualifier of your company within the past five (5) years?

Yes  No If the answer is yes, please explain below.

\_\_\_\_\_  
\_\_\_\_\_

3. Are there any judgements, claims, mediation proceedings or suits pending or outstanding against your firm or its office?

Yes  No If the answer is yes, please explain below.

\_\_\_\_\_  
\_\_\_\_\_

4. Has any office or partner of your firm ever failed to complete a demolition project handed in his own name or as a qualifier for another in the past five (5) years?

Yes  No If the answer is yes, please explain below.

\_\_\_\_\_  
\_\_\_\_\_



**SECTION VI: REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 1**

**STATEMENT OF NO BID**

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

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

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

Reason:

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

Remarks:

\_\_\_\_\_ *N/A* \_\_\_\_\_  
\_\_\_\_\_

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

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

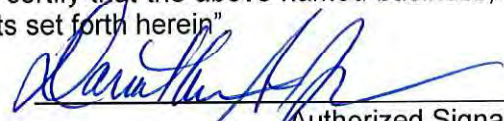
**SECTION VI - REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 2**

**DRUG FREE WORKPLACE CERTIFICATE**

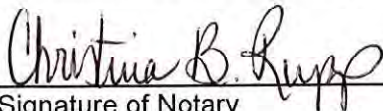
I, the undersigned, in accordance with Florida Statute 287.087 (Current Edition), hereby certify that, (print or type name of firm) Johnson's Excavation & Services, Inc.

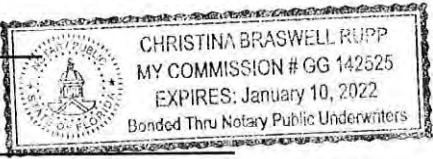
- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893 (Current Edition), or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein"

  
 \_\_\_\_\_ Authorized Signature  
 September 27, 2021  
 \_\_\_\_\_ Date Signed

State of: Florida

County of: Hillsborough  
 Sworn to and subscribed before me this 27 day of September, 2021  
 Personally known  or Produced Identification \_\_\_\_\_  
 (Specify Type of Identification)

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



My Commission Expires: \_\_\_\_\_

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


**SECTION VI - REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 3**

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

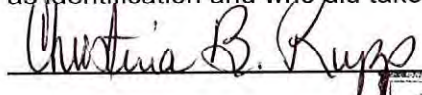
Certification that Vendor/Contractor affirms that the Bid/Proposal presented to the owner is made freely, and without any secret Agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

Johnson's Excavation & Services, Inc  
Donathan A. Johnson, President, \* being first duly sworn, deposes and says that he (it) is the Vendor/Contractor in the above Bid/Proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above Bid/Proposal with no past or present collusion with any other person, firm or corporation.

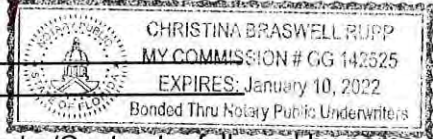
  
Affiant Donathan A. Johnson, President  
Johnson's Excavation & Services, Inc.

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 27 day of September, 2021 by Donathan A. Johnson, who is personally known to me or who has produced as identification and who did take an oath.



Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



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

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

**SECTION VI - REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 4**

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), (CURRENT EDITION)**  
**FLORIDA STATUTES, IN PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to

County of Hernando

by Donathan A. Johnson, President  
[print individual's name and title]

for Johnson's Excavation & Services, Inc.  
[print name of entity submitting sworn statement]

whose business address is 1706 East Trapnell Road, Plant City 33566

(if applicable) its Federal Employer Identification Number (FEIN) is 59-3031174  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) : \_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (Current Edition), means a violation of any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "*convicted*" or "*conviction*" as defined in Paragraph 287.133 (1)(b), Florida Statutes (Current Edition), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "*affiliate*" as defined in Paragraph 287.133 (1)(a), Florida Statutes (Current Edition), 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 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 person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "*person*" as defined in Paragraph 287.133(1)(e), Florida Statutes (Current Edition), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Proposals or

applies to Proposal on Contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

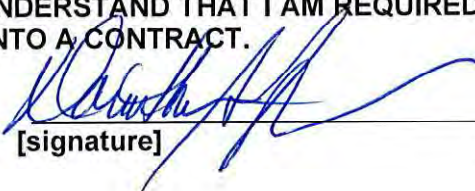
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]

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

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

\_\_\_\_\_The entity submitting this sworn statement, or one 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 list [attach a copy of the final order].

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

  
[signature] 9-27-21  
[date]

STATE OF FLORIDA

COUNTY OF Hillsborough

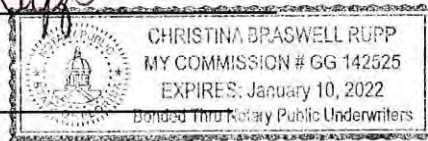
PERSONALLY APPEARED BEFORE ME, the undersigned authority

Donathan A. Johnson who, after first being  
[Name of Individual Signing]

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

27 day of September 2021

  
NOTARY PUBLIC



My commission expires: \_\_\_\_\_

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

**SECTION VI - REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 5**

**AUTHORIZED SIGNATURES/NEGOTIATORS**

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

Name <u>Donathan A. Johnson</u>	Title <u>President</u>	Phone No. <u>813.752.7097</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____



\_\_\_\_\_  
 (Signature)  
 President  
 \_\_\_\_\_  
 (Title)

Johnson's Excavation & Services, Inc.  
 (Name of Business)

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

**Type of Organization**

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

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

State of Incorporation: Florida

Federal I.D. is 59-3031174

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

**SECTION VI - REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 6**

**VENDOR REGISTRATION HERNANDO COUNTY, FL**

To be completed by vendor:

Vendor type:

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

Federal Employer Identification

Number or Social Security Number: 59-3031174

**Please attach your completed W-9 Form**

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

Firm Name: Johnson's Excavation & Services, Inc.

Mailing Address: 1706 East Trapnell Road

City Plant City State Florida Zip 33566

Telephone No. 813.752.7097 Fax No. 813.719.9052

Web Address: www.jescontracting.com EMail: sales@jescontracting.com

Commodity or Service Supply: Demolition, Asbestos Abatement

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

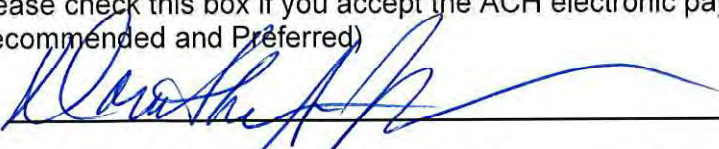
Firm Name: \_\_\_\_\_

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

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

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

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

Signature: 

**Name & Title Printed:** Donathan A. Johnson, President

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

**SECTION VI - REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 7**

**E-VERIFY CERTIFICATION**

Bid/Contract No: 21-TF0075/TM

Financial Project No(s): \_\_\_\_\_

Project Description: Request for Pre-Qualification

Vendor/Contractor acknowledges and agrees to the following:

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

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

Company/Firm: Johnson's Excavation & Services, Inc.

Authorized Signature: 

Print Name: Donathan A. Johnson

Title: President

Date: September 27, 2021

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



**SECTION VI - REQUIRED FORMS AND CERTIFICATIONS****ATTACHMENT 8****REFERENCES**

Vendor/Contractor shall attest, by signing this Bid/Proposal, that their firm has at least three (3) years commercial experience performing services similar to the scope of services specified within these Contract documents.

Vendor/Contractor shall submit at least three (3) references of firms, organizations and/or governmental agencies/entities for which services of similar size and scope as this Bid have been performed within the last three (3) years. Failure to complete and return this section may render the Bid/Proposal non-responsive.

<b>FIRM NAME AND ADDRESS</b>	Polk County Housing & Neighborhood Development Code Enforcement Support & Demolition Manager 330 W. Church Street, Bartow FL 33830
<b>CONTACT PERSON</b>	Tanya Tucker
<b>EMAIL ADDRESS</b>	tanyatucker@polk-county.net
<b>TELEPHONE NUMBER</b>	863.534.6472
<b>FAX NUMBER</b>	863.534.6073
<b>CONTRACT NUMBER</b>	Individual contracts
<b>CONTRACT DATE(S)</b>	Open

<b>FIRM NAME AND ADDRESS</b>	Florida Department of Transportation District 7 11201 N. Kinley Drive Tampa, Florida 33612
<b>CONTACT PERSON</b>	Jennifer Howard
<b>EMAIL ADDRESS</b>	Jennifer.howard@dot.state.fl.us
<b>TELEPHONE NUMBER</b>	813.975.6079
<b>FAX NUMBER</b>	
<b>CONTRACT NUMBER</b>	DNW88
<b>CONTRACT DATE(S)</b>	2008--2020

<b>FIRM NAME AND ADDRESS</b>	Osceola County BOCC 1 Courthouse Square Ste 1400 Kissimmee, Florida 34741
<b>CONTACT PERSON</b>	Anna Frazier
<b>EMAIL ADDRESS</b>	anna.frazier@osceola.org
<b>TELEPHONE NUMBER</b>	407.742.0361
<b>FAX NUMBER</b>	
<b>CONTRACT NUMBER</b>	RFP-20-11940-MM
<b>CONTRACT DATE(S)</b>	2020-2023

Johnson's Excavation & Services, Inc.  
Company Name

  
Authorized Signature

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

**SECTION VI - REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 9**

**EQUIPMENT LISTING**

Bidders shall indicate below a complete listing of all equipment said Bidders will use in the performance of this Contract, including rolling stock, loaders, tractors, mowers and any other specialized equipment. INDICATE WHETHER SUCH EQUIPMENT IS OWNED BY THE COMPANY. Failure to complete and return this section may render Bidder's Proposal non-responsive. The County reserves the right to perform a site visit at the Vendor/Contractor's location for purpose of verification of equipment listed and visual observation of equipment condition.

<u>DESCRIPTION</u>	<u>COMPANY-OWNED?</u>	
<u>4- Mack Roll Offs Trucks</u>	YES <u> X </u>	NO <u> _____ </u>
<u>1- Mack Transport Truck</u>	YES <u> X </u>	NO <u> _____ </u>
<u>1- Kenworth Transport Truck</u>	YES <u> X </u>	NO <u> _____ </u>
<u>1- Kenworth Dump Truck</u>	YES <u> X </u>	NO <u> _____ </u>
<u>2- 40 Yard Dump Trailers</u>	YES <u> X </u>	NO <u> _____ </u>
<u>2- 1 Ton Pickup with Utility Bodies</u>	YES <u> X </u>	NO <u> _____ </u>
<u>1- Mitsubishi Flat Bed</u>	YES <u> X </u>	NO <u> _____ </u>
<u>1- Kawasaki Loader</u>	YES <u> X </u>	NO <u> _____ </u>
<u>2- Massey Ferguson Tractors</u>	YES <u> X </u>	NO <u> _____ </u>
<u>3- Trailers for Hauling</u>	YES <u> X </u>	NO <u> _____ </u>
<u>4- Pickup Trucks</u>	YES <u> X </u>	NO <u> _____ </u>
<u>1- Takeuchi Skidsteer</u>	YES <u> X </u>	NO <u> _____ </u>
<u>3- Linkbelt Excavators</u>	YES <u> X </u>	NO <u> _____ </u>
<u>3- Kobelco Excavators</u>	YES <u> X </u>	NO <u> _____ </u>
<u>_____</u>	YES <u> _____ </u>	NO <u> _____ </u>

Johnson's Excavation & Services, Inc.  
 BIDDER'S COMPANY NAME  
  
1706 East Trapnell Road  
 MAILING ADDRESS  
  
Plant City, Florida 33566  
 CITY, STATE AND ZIP CODE

Donathan A. Johnson, President  
 CONTACT PERSON (Name) (Title)  
  
813.752.7097 813.719.9052  
 TELEPHONE NO. – FAX NO.  
  
sales@jescontracting.com  
 EMAIL ADDRESS

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

**SECTION VI REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 10**

**HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT**

September 27, 2021

(date)

Hernando County Purchasing and Contracts  
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:

sales@jescontracting.com

(Email address)

1706 East Trapnell Road, Plant City FL 33566

(Address)



(Signature required)

813.752.7097

(Phone)

Donathan A. Johnson

(Print name)

813.719.9052

(Fax)

President

(Print title)

59-3031174

(Federal Taxpayer ID Number)

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

**SECTION VI - REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 10 (continued)**

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

<b>Part A: Employees that left Hernando County in the last two years.</b>			
<b>Employee Name/Signature</b>	<b>Job Performed for Hernando County</b>	<b>Current Role with Business Entity</b>	<b>Date Left Hernando County</b>
Name: _____  Sign: _____ • Involved with this Procurement on behalf of Hernando County? <input type="checkbox"/> No <input type="checkbox"/> Yes  • Involved with Proposal development for this Procurement? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Name: _____  Sign: _____ • Involved with this Procurement on behalf of Hernando County? <input type="checkbox"/> No <input type="checkbox"/> Yes  • Involved with Proposal development for this Procurement? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Name: _____  Sign: _____ • Involved with this Procurement on behalf of Hernando County? <input type="checkbox"/> No <input type="checkbox"/> Yes  • Involved with Proposal development for this Procurement? <input type="checkbox"/> No <input type="checkbox"/> Yes			
<b>Part B: Identify Officers, Partners, Directors, Proprietors, Associates or Members of the Business Entity that are Relatives or Members of the Household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this Procurement of Contract.</b>			
<b>Firm Officer, Partner, Director, Proprietor, Associate or Member Name</b>	<b>Name and Relationship of Relative or Member of Household Employed at Hernando County</b>	<b>Role at Hernando County</b>	<b>Hernando County employee's Role with this Procurement</b>

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

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

**SECTION VI REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 11**

**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES**

Respondent Vendor Name: Johnson's Excavation & Services, Inc.

Vendor/Contractor FEIN: 59-3031174

Vendor/Contractor's Authorized Representative Name and Title:  
Donathan A. Johnson, President

Address: 1706 E. Trapnell Road

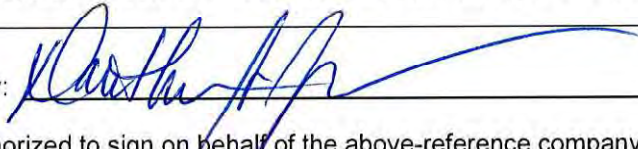
City: Plant City State: Florida Zip: 33566

Phone Number: 813.752.7097

Email Address: sales@jescontracting.com

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

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

Certified by:  \_\_\_\_\_

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

Print Name and Title: Donathan A. Johnson, President

Date: September 27, 2021

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

**SECTION VII - EXHIBITS****EXHIBIT A – FEMA CLAUSES AND FORMS**

Should an Emergency/Hurricane or Disaster be declared, the vendor will be provided the most current version of the below Federal Clauses and Forms for review and signature.

**Supplemental FEMA Clauses  
Construction Services**

**1. REMEDIES**

Applicability. This requirement applies to all FEMA grant and cooperative agreement programs more than \$250,000.

- 1.1. Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.
- 1.2. Hernando County will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake to avoid termination of the contract. Hernando County reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or Hernando County elects to terminate the contract. Hernando County's notice will identify a specific date by which the Contractor must correct the breach. Hernando County may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in Hernando County's notice.
- 1.3. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**2. TERMINATION FOR CAUSE AND CONVENIENCE**

Applicability. This requirement applies to all FEMA grant and cooperative agreement programs more than \$10,000.

**2.1. Termination for Convenience (General Provision) (See also 21.2)**

Hernando County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Hernando County to be paid the Contractor. If the Contractor has any property in its possession belonging to Hernando County, the Contractor will account for the same, and dispose of it in the manner Hernando County directs.

**2.2. Termination for Default [Breach or Cause] (General Provision) (See also 21.1)**

2.2.1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Hernando County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

2.2.2.If it is later determined by Hernando County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Hernando County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

2.3. Opportunity to Cure (General Provision)

2.3.1.Hernando County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

2.3.2.If Contractor fails to remedy to Hernando County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Hernando County setting forth the nature of said breach or default, Hernando County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Hernando County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

2.4. Waiver of Remedies for any Breach

In the event that Hernando County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Hernando County shall not limit Hernando County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

3.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 8 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

3.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- 3.4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 3.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 3.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 3.7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 9 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 3.8. The contractor will include the portion of the sentence immediately preceding paragraph (3.1) and the provisions of paragraphs (3.1) through (3.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will



furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 10 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

4.1. Not applicable

4.2. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."

#### 5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

This requirement applies to all FEMA contracts awarded in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work.

##### 5.1. Overtime requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 14 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents

##### 5.2. Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

##### 5.3. Withholding for unpaid wages and liquidated damages.

Hernando County shall upon its own action or upon written request of an authorized representative of

the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

#### 5.4. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (5.1) through (5.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (5.1) through (5.4) of this section.

### 6. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

This requirement applies to contracts awarded of amounts in excess of \$150,000 under a federal grant.

#### 6.1. Clean Air Act

6.1.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 16 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents amended, 42 U.S.C. § 7401 et seq.

6.1.2. The contractor agrees to report each violation to Hernando County and understands and agrees that Hernando County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6.1.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### 6.2. Federal Water Pollution Control Act

6.2.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 etseq.

6.2.2. The contractor agrees to report each violation to Hernando County and understands and agrees that Hernando County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6.2.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### 7. DEBARMENT AND SUSPENSION

This requirement applies to all FEMA grant and cooperative agreement programs.

7.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §

180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- 7.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 7.3. This certification is a material representation of fact relied upon by Hernando County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Hernando County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 7.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **8. BYRD ANTI-LOBBYING AMENDMENT**

This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

##### **8.1. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### **9. PROCUREMENT OF RECOVERED MATERIALS**

This requirement applies to all contracts awarded by a nonfederal entity under FEMA grant and cooperative agreement programs.

- 9.1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - 9.1.1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - 9.1.2. Meeting contract performance requirements; or
  - 9.1.3. At a reasonable price.
- 9.2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- 9.3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

**ADDITIONAL FEMA REQUIREMENTS**

The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, recommends the following:

**10. ACCESS TO RECORDS**

- 10.1. The contractor agrees to provide Hernando County, Clerk of Circuit Court & Comptroller, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 10.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 10.3. The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.
- 10.4. In compliance with the Disaster Recovery Act of 2018, Hernando County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**11. CHANGES**

County may, at any time, direct in writing additions, deletions, or changes to all or any part of the work. If any such changes cause an increase or decrease in the cost of or in the time required to perform such work, Bidder shall submit detailed information substantiating such claims and an equitable adjustment shall be made in the price or time of performance.

**12. DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

**13. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

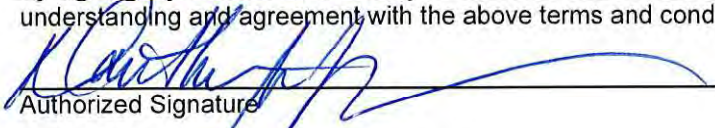
**14. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to 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

September 27, 2021  
Date

Donathan A. Johnson, President  
Name (Printed)

**Disadvantaged Business Enterprise (DBE) Affirmation Statement**

Prime Contractor/Prime Consultant: Johnson's Excavation & Services, Inc.

Telephone Number: 813.752.7097

Address: 1706 East Trapnell Road, Plant City Florida 33566

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: N/A

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

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

The above company named is a (select one):

- DBE
- Non-DBE

• Company Name: N/A

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

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

The above company named is a (select one):

- DBE
- Non-DBE

• Company Name: N/A

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

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

The above company named is a (select one):

- DBE
- Non-DBE

• Company Name: N/A

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

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

The above company named is a (select one):

- DBE
- Non-DBE

• Company Name: N/A

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 Minority and Women's Business Enterprise participation as follows:

- 1) Included qualified minority and women's businesses on solicitation lists.
- 2) Solicited minority and women's businesses whenever they are potential sources.
- 3) Divided total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by minority and women's businesses.
- 4) Where feasible, established delivery schedules which will encourage participation by minority and women's businesses.

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/>

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 Minority and Women's Business Enterprise participation in this contract.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:


(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from [www.gsa.gov/forms-library/disclosure-lobbying-activities](http://www.gsa.gov/forms-library/disclosure-lobbying-activities))

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Company/Firm: Johnson's Excavation & Services, Inc.

By:  Date: September 27, 2021  
Authorized Signature

Title: President



DISCLOSURE OF LOBBYING ACTIVITIES

OMB Control Number: 4040-0013  
Expiration Date: 2/28/2022

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Review Public Burden Disclosure Statement

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

**4. Name and Address of Reporting Entity:**  
 Prime     SubAwardee

\* Name: **Johnson's Excavation & Services, Inc.**

\* Street 1: **1706 East Trapnell Road**    Street 2: \_\_\_\_\_

\* City: **Plant City**    State: \_\_\_\_\_    Zip: \_\_\_\_\_

Congressional District, if known: \_\_\_\_\_

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**

\_\_\_\_\_

<b>6. * Federal Department/Agency:</b> _____	<b>7. * Federal Program Name/Description:</b> _____ CEFA Number, if applicable: _____
---	---

<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____
---	---

**10. a. Name and Address of Lobbying Registrant:**

Prefix \_\_\_\_\_ \* First Name \_\_\_\_\_ Middle Name \_\_\_\_\_

\* Last Name \_\_\_\_\_ Suffix \_\_\_\_\_

\* Street 1 \_\_\_\_\_ Street 2 \_\_\_\_\_

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

**b. Individual Performing Services (including address if different from No. 10a)**

Prefix \_\_\_\_\_ \* First Name **Donathan A.** Middle Name \_\_\_\_\_

\* Last Name **Johnson** Suffix \_\_\_\_\_

\* Street 1 \_\_\_\_\_ Street 2 \_\_\_\_\_

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

**11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

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

\* Name: Prefix \_\_\_\_\_ \* First Name **Donathan A.** Middle Name \_\_\_\_\_

\* Last Name **Johnson** Suffix \_\_\_\_\_

Title: \_\_\_\_\_ Telephone No.: \_\_\_\_\_ Date: **September 27, 2021**


<b>Federal Use Only:</b>	<b>STANDARD FORM LLL (REV. 7/1997)</b> Authorized for Local Reproduction
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**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: Johnson's Excavation & Services, Inc.  
By:  Date: 9-27-21  
Authorized Signature  
Title: 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.

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://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. <b>Johnson's Excavation &amp; Services, Inc.</b>	
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.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>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.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>1706 East Trapnell Road</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Plant City, Florida 33566</b>	
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.

<b>Social security number</b>													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>													
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5	9		-	3	0	3	1	1	7	4			

### 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>2-18-2021</u>
------------------	----------------------------	-------------------------

### 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](http://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.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/16/2021

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).

<b>PRODUCER</b> Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802	<b>CONTACT NAME:</b> Michele Crifasi <b>PHONE (A/C, No, Ext):</b> (863) 688-5495 <b>E-MAIL ADDRESS:</b> certificateslakeland@stahliinsurance.com <b>FAX (A/C, No):</b> (863) 688-4344																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Crum &amp; Forster Specialty Insurance Co</td> <td>44520</td> </tr> <tr> <td>INSURER B:</td> <td>Auto Owners Insurance Co</td> <td>19988</td> </tr> <tr> <td>INSURER C:</td> <td>Bridgefield Employers Ins Co</td> <td>10701</td> </tr> <tr> <td>INSURER D:</td> <td>Owners Insurance Co</td> <td>32700</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Crum & Forster Specialty Insurance Co	44520	INSURER B:	Auto Owners Insurance Co	19988	INSURER C:	Bridgefield Employers Ins Co	10701	INSURER D:	Owners Insurance Co	32700	INSURER E:			INSURER F:	
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<b>INSURED</b> Johnsons Excavation & Services Inc 1706 Trapnell Rd Plant City FL 33566-4936																					

COVERAGES      CERTIFICATE NUMBER: 21/22      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	ADDC/INSR	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 Ded \$5000 Per Occurrence <input checked="" type="checkbox"/> Contractual liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPK134552	03/22/2021	03/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 Pollution Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1000 <input checked="" type="checkbox"/> Coll \$1000	Y	Y	9640776000	03/22/2021	03/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Basic \$ 10,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	083027268	03/22/2021	03/22/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	(A) Pollution Liab Pol# EPK134552 (D) Rented & Leased Equipment			R/L Pol # 72261625	03/22/2021	03/22/2022	Poll Liab Limit/Ded \$5000 1,000,000 R/L Ded \$250/ Limit 450,000 Bldg Material Ded \$500 Limit 25,000

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

Hernando County Board of County Commissioners is an additional insured with respects to the General & Auto liability policies when required by a written contract. Waiver of subrogation also applies on the General, Auto & Workers Compensation policies when required by a written contract. 30 days notice of cancellation is provided by the insurance company with a 10 day notice for non-pay.

## CERTIFICATE HOLDER

## CANCELLATION

Hernando County Board of County Commissioners  
 Human Resources/Risk Dept  
 15470 Flight Path Dr  
 Brooksville FL 34604

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

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

\*Blanket Waiver of Subrogation Applies\*

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.


Date Prepared: January 7, 2021

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: March 22, 2021

Policy Number: 830-27268

Countersigned by:

A handwritten signature in black ink, appearing to be a stylized name, positioned over a horizontal line.

Insured: Johnson's Excavation & Services, Inc.

WC 00 03 13 (Ed. 4-84)



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) or Organization(s)**

Blanket when specifically required in a written contract with the named insured.

**SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section III – Who Is An Insured** within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE. 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION V CONDITIONS, A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

#### 5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDED WAIVER OF TRANSFER OF RIGHTS  
OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART  
ONSITE CLEANUP COVERAGE PART

**SCHEDULE**

<b>Name of Person(s) or Organization(s)</b>
Blanket when specifically required in a written contract with the named insured.

**SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us** within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of your ongoing operations or "your work" performed under a written contract with that person(s) or organization(s) and included in the "products-completed operations hazard".

However, this waiver shall not apply to "damages" resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section III – Who Is An Insured** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” cause, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

3. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
4. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ASBESTOS LICENSING UNIT**

THE ASBESTOS CONTRACTOR HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING  
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

**JOHNSON, DONATHAN ANDREW**

JOHNSON'S EXCAVATION & SERVICES, INC.  
1706 E TRAPNELL ROAD  
PLANT CITY FL 33566

**LICENSE NUMBER: CJC1154196**

**EXPIRATION DATE: NOVEMBER 30, 2022**

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Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**JOHNSON, DONATHAN ANDREW**

JOHNSON'S EXCAVATION & SERVICES, INC.  
1706 E TRAPNELL ROAD  
PLANT CITY FL 33566

**LICENSE NUMBER: CGC1521094**

**EXPIRATION DATE: AUGUST 31, 2022**

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Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**JOHNSON, DONATHAN ANDREW**

JOHNSON'S EXCAVATION & SERVICES INC  
1706 E TRAPNELL RD  
PLANT CITY FL 33566

**LICENSE NUMBER: CBC059540**

**EXPIRATION DATE: AUGUST 31, 2022**

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# *State of Florida*

## *Department of State*

I certify from the records of this office that JOHNSON'S EXCAVATION & SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on October 22, 1990.

The document number of this corporation is S10773.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 28, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-eighth day of January,  
2021*



*Samuel R. R. [Signature]*  
*Secretary of State*

Tracking Number: 7292307966CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>