DESOTO COUNTY CONSTRUCTION AGREEMENT

THIS AGREEMENT is entered effective as of the date signed by the last party below (the "Effective Date") by and between DESOTO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 201 E. Oak Street, Second Floor, Arcadia, Florida 34266 (the "County"), hereby contracts with **ACCURATE DRILLING SYSTEMS, INCORPORATED,** (the "Contractor") of 49 North Industrial Loop, LaBelle, FL 33935, a contractor licensed to perform all work in the State of Florida in connection with the County's Project **State Road 31 Force Main Replacement, Project No. #25-17-00ITB** (the "Project"), as said work is set forth in the Plans and Specifications prepared by **Weiler Engineering Corporation**, the Engineer and/or Architect of Record (the "Design Professional") and other Contract Documents hereafter specified (the "Work").

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

- 1.1. The Contract Documents consist of this Agreement, the Exhibits described in Section 36 hereof, the Legal Advertisement, ITB #25-17-00 Intent and General Information, the Instructions to Bidders, the Contractor's Bid proposal and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
- 1.2. The Design Professional is the initial interpreter of the Contract Documents but is not the judge between the County and the Contractor. The County reserves the right to make final decisions considering the Design Professional's recommendations or interpretations of the Contract Documents. The Design Professional does not have authority to obligate or commit the County to fund additional expenditures or approve extensions of time over the approved Contract Time or Amount. However, the Design Professional's interpretation as to the intent of his design shall be final and not subject to interpretation by the County's staff.
- 1.3. Any Work that may be reasonably inferred from the specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: (1) Change Orders; (2) the

Agreement, including amendments and Exhibits; (3) Field Orders; (4) the solicitation documents, including any addenda. The Contract Documents listed above represent the entire and integrated Agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

- 1.4. Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.
- 1.5. The County shall furnish to the Contractor up to three (3) sets of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.
- 1.6. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.
- 1.7. Construction services provided by Contractor for the Project shall be under the general direction of **Greg Harris**, **Utilities Director**, or their successor, who shall act as the County's representative during the term of this Agreement. If the County's representative is not a County employee, then County's representative is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without express approval by the Department Director, County Administrator, or Board of County Commissioners.
- 1.8. The County's representative, within the authority conferred by the Board of County Commissioners, shall initiate written Change Orders, and notification to the Contractor of any and all changes approved by the County in the Contractor's: (1) compensation; (2) time and/or schedule of service delivery; (3) and any amendment (s) or other change(s) relative to the Work pursuant to this Contract or Change Orders pertaining thereto. Following County approval, the County's representative shall coordinate issuance of any such documents. The County's representative shall be responsible for acting on the County's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract or any amendments, or Change Orders issued hereunder.
- 1.9. Neither the Contractor nor any Subcontractor, Supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the County shall have or acquire any title to or ownership rights to any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the County or their Design Professional and the specific written verification or adaptation by the Design Professional.

Section 2. Scope of Work.

- 2.1. The Project consists of the removal of existing 12-inch force main, plugging of existing road crossings, and construction of approximately 4,494 linear feet of 18-inch HDPE force main with associated fittings, valves, appurtenances, and sod restoration within the FDOT right-of-way of State Road 31 south of SE County Road 760A as set forth in the Plans and Specifications prepared by the Design Professional. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, transportation, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement to complete the Project.
- 2.2. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Contract Documents.

Section 3. Contract Amount.

3.1. In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: \$940,000.00 (NINE HUNDRED FORTY THOUSAND DOLLARS AND 00/100). The cost proposal is set forth below.

DESOTO COUNTY BID FORM

	SR-31 FORCE MAIN REPLACEMENT					
	25-17-00ITB					
	BASE BID					
	Item Number	Item Description	Quantity	Unit	Unit Cost	Total Cost
BASE BID ITEMS	101-1	Mobilization	1	LS	\$99,715.00	\$99,715.00
	102-1	Maintenance of Traffic	1	LS	\$53,800.00	\$53,800.00
	570-1-2	Performance Turf - Sod	4,862	SY	\$7.00	\$34,034.00
	1050-42-212	Utility Pipe - HDPE, Furnish and Install, Sewer, 12"	15	LF	\$510.00	\$7,650.00
	1050-42-218	Utility Pipe - HDPE, Furnish and Install, Sewer, 18"	4,494	LF	\$130.00	\$584,220.01
	1050-16-004	Utility Pipe, Remove and Dispose, 12" Sewer Force Main	4,386	LF	\$18.50	\$81,141.00
	1050-18-004	Utility Pipe, Plug and Place Out of Service, 12" Sewer Force Main	80	LF	\$88.00	\$7,040.00
	1080-24-112	Utility Fixture, Valve Assembly, Furnish and Install, 12"	2	EA	\$7,500.00	\$15,000.00
	1080-24-118	Utility Fixture, Valve Assembly, Furnish and Install, 18"	2	EA	\$17,000.00	\$34,000.00
	1080-26-118	Utility Fixture - AIR Assembly	3	EA	\$7,800.00	\$23,400.00
	BASE BID TOTAL \$940,000.00					

- 3.2. If the Contract Amount includes an Allowance, the Contractor shall cause the Work covered by the Allowance to be done for such sums within the limits of the Allowance as the County may approve. The Contractor agrees that the Contract Amount includes such sums as they deem proper for costs and any profit on account of any Allowances. No demands for an additional sum for overhead or profit will be allowed.
- 3.3. Any agreed upon changes to the Contract Amount must be accomplished by an approved, written Change Order in the form attached to this Agreement.
- The County may subsequently identify items eligible for direct purchase for sales tax savings. The County shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any supplies, materials or equipment included in the Contractor's bid for the Contract. The County reserves the right to require Contractor to assign to the County agreements with suppliers for such goods. Contractor shall, from time to time submit, update and keep current, for consideration by the County, a list of all materials, supplies and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies and equipment with an aggregate purchase value of less than \$10,000 need not be listed. Goods not required for the performance of the Contract shall not be purchased under this Agreement. The County reserves the right to delete or add items from this Agreement when it is in the County's best interest. Upon approval by the County, the Contractor will provide a worksheet by electronic means which will include a proposal from the vendor detailing the description of the item to be purchased, total price and sales tax to be deducted. The County will then issue a purchase order directly to the vendor for the cost of the item less the sales tax. Upon completion of all direct purchases the Contractor will prepare a deductive Change Order reducing the Contract Amount by the total amount of the purchases, inclusive of all sales tax, shipping, handling, insurance, and other similar charges paid by Owner. Administrative costs incurred by the Contractor with this Agreement, including administering the purchases in the name of the County, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Contract Amount because of the service provided by the Contractor in the purchase of property, materials, et cetera, in the name of the County.
- 3.5 Contractor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's

performance and obligation to pay under this agreement is contingent upon annual appropriation.

3.6. Contractor acknowledges that funding for the Services outlined herein is provided by a grant awarded to County through the United States Environmental Protection Agency (EPA) and as such, payments due to Consultant may be dependent and contingent on the County's receipt of grant reimbursements from the EPA pursuant to the grant

Section 4. Bonds.

- 4.1. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. If the Contract is increased by a Change Order, it shall be the Contractor's responsibility to ensure that the Performance and Payment Bonds are amended accordingly, and a copy of the amendment forwarded to the County. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- 4.2. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Section 5. Contract Time and Liquidated Damages

5.1. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" is established in the Notice to Proceed to be issued by the County. Written Notice to Proceed is contingent upon and will be done subsequent to the Contractor fully satisfying the County's stated insurance and Bond submittal requirements. The Contractor shall commence the Work within ten (10) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within **80 calendar days** from the Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in

accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within **90 calendar days** from the Commencement Date (herein "Contract Time").

- 5.2. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$500.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the Design Professional issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.
- 5.3. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. All days shall mean calendar day and not business day.

Section 6. Intent of Contract Documents

- 6.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 6.2. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall

report same to Design Professional in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Design Professional. If required, a Field Order or Change Order will be issued pursuant to Section 15 of this Agreement. If the Contractor performs any Construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Design Professional and County, the Contractor shall assume responsibility for such performance and shall share in costs associated with any corrections. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

6.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Design Professional. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 7. Investigation and Utilities

- 7.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water, sewer, and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.
- 7.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways,

drainage facilities and utilities (surface and subsurface) being referred to in this Sub-Section 7.2. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work. Relocation or shutdown of County facilities must be requested by the Contractor in writing a minimum of ten (10) calendar days prior to the proposed Work. The County shall have the final decision with respect to whether the relocation or shutdown is required and when the relocation or shutdown of facilities may take place. The Work may need to be performed at night or on weekends to minimize the interruption of service or to meet the operational needs of the County's facilities.

Section 8. Schedule

- 8.1. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County and Design Professional, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.
- 8.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's and Design Professional's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The County's and the Design Professional's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 9. Progress Payments

9.1. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the Design Professional, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Design Professional, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the Design Professional along with a completed and notarized copy of the Application for Payment form. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Schedule of Values.

- 9.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the Design Professional a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.
- 9.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.
- 9.4. Contractor shall submit two (2) copies of its monthly Application for Payment to the Design Professional on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Design Professional shall either:
 - 9.4.1 indicate his approval of the requested payment;
 - 9.4.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or
 - 9.4.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment and the action necessary to make the payment request proper.

In the event of a total denial and return of the Application for Payment by the Design Professional, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the Application for Payment approved by the Design Professional.

- 9.5. The County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the Design Professional for payment, whichever is less. Such sums shall be accumulated and released to Contractor with final payment.
- 9.6. Monthly payments to Contractor shall in no way imply or constitute approval or acceptance of Contractor's work.

- 9.7. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.
- 9.8. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the County's and the Design Professional's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 10. Payments Withheld

- 10.1. The Design Professional or the County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Design Professional or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:
 - 10.1.1 Defective Work not remedied:
 - 10.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;
 - 10.1.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;
 - 10.1.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
 - 10.1.5 Reasonable indication that the Work will not be completed within the Contract Time:
 - 10.1.6 Unsatisfactory prosecution of the Work by the Contractor;
 - 10.1.7 Failure to provide accurate and current "As-Builts"; or
 - 10.1.8 Any other material breach of the Contract Documents.

10.2. If these conditions in Subsection 10.A are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other agreement between Contractor and the County.

Section 11. Final Payment

- 11.1. The County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the County and the Design Professional in accordance with Section 26.A. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.
- 11.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or the County at the time of final inspection.

Section 12. Submittals and Substitutions

- 12.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 12.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to

Design Professional within thirty (30) calendar days after Notice of Award is received by Contractor.

- 12.3. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Design Professional for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional in evaluating the proposed substitute. The Design Professional may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.
- 12.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Design Professional, if Contractor submits sufficient information to allow the Design Professional to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Design Professional shall be the same as those provided herein for substitute materials and equipment.
- 12.5. The Design Professional shall be allowed a reasonable time within which to evaluate each proposed substitute. The Design Professional shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Design Professional's and the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Design Professional will record time required by the Design Professional and the Design Professional's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents Whether or not the County accepts a proposed substitute, occasioned thereby. Contractor shall reimburse the County for the charges of the Design Professional and the Design Professional's consultants for evaluating each proposed substitute, or such charges may be deducted from an application for payment, at the County's sole discretion.

Section 13. Daily Reports, As-Builts and Meetings

- 13.1. Unless waived in writing by the County, Contractor shall complete and submit to Design Professional on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Design Professional and the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
 - 13.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
 - 13.1.2. Soil conditions which adversely affect the Work;
 - 13.1.3. The hours of operation by Contractor's and subcontractor's personnel;
 - 13.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
 - 13.1.5. All equipment present at the Project site, description of equipment uses and designation of time equipment was used (specifically indicating any down time);
 - 13.1.6. Description of Work being performed at the Project site;
 - 13.1.7. Any unusual or special occurrences at the Project site;
 - 13.1.8. Materials received at the Project site;
 - 13.1.9. A list of all visitors to the Project site; and
 - 13.1.10 Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the County or Design Professional pursuant to the Contract Documents.

13.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Design Professional, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field

conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Design Professional for reference. Current and accurate "As-Built" record documents shall be submitted with each Application for Payment. Failure to provide current and accurate "As-Built" record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to Design Professional by Contractor for the County.

- 13.3. The Contractor shall submit to the Design Professional one complete set of all recorded changes made during Construction entitled "As-Built" and dated. Submittals shall be made in accordance with the above and shall be submitted at the time of Substantial Completion.
- 13.4. Certified "as-built" information, which the Contractor must show on marked-up copies of the design drawings, prints, and other materials as specified above, shall include both authorized and unauthorized changes and any modifications to material types from that specified in the bid plans and Specifications. As a prerequisite to any payments, the Contractor shall make available to the Design Professional all "as-built" information pertinent to the design drawings each month prior to his submission of a monthly application for payment. The Contractor shall also obtain "as-built" cross-sections of the roadway, ditches, channels, and other drainage ways as shown in the Contract Documents at intervals not to exceed 100 ft. The Contractor shall set benchmarks on or within 100 ft. of each control structure constructed as part of the Project. A complete description including elevation and location of each control structure benchmark shall be provided to the Design Professional as part of the "as-built" information. The elevation shall be clearly and permanently indicated on each benchmark.
- 13.5. "As-built" dimensions and elevations shall be obtained by a Professional Land Surveyor registered in the State of Florida pursuant to Chapter 472, Florida Statutes. The "as-built" drawings shall be signed and sealed by the Contractor's Professional Land Surveyor in accordance with Section 472.025, Florida Statutes.
- 13.6. All pertinent surveyors' field survey notes containing the "as-built" data shall be sealed and submitted to the Design Professional for review and acceptance prior to authorization of the final payment.
- 13.7. "As-built" data shall be secured, and the accuracy of measurements shall be 0.01 ft.

- 13.8. All sub-surface improvements considered part of the Work as shown in the Contract Documents shall be "as-built" by the Contractor prior to backfilling.
- 13.9. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.
- 13.10. In addition to other requirements provided herein, Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:
- 13.10.1. Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.
- 13.10.2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.
- 13.10.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Contractor does not transfer all records to the County.
- 13.10.4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement 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 County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Contractor keeps and maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.
- 13.11. If Contractor does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS

AT 863-993-4800, S.ALTMAN@DESOTOBOCC.COM, 201 E. OAK STREET, ARCADIA, FLORIDA 34266.

Section 14. Contract Time and Extensions

- 14.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of the County's suppliers and contractors as set forth in Section 17.2, herein.
- 14.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.
- 14.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 15. Changes in the Work

15.1. The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the County, and the County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the County is authorized to direct any extra or changed work orally.

- 15.2. A Change Order, in the form attached to this Agreement, Exhibit H, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.
- 15.3. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 16 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.
- 15.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. However, where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, those unit prices shall be applied to the quantities of the items involved. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- 15.5. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 15.6. The Design Professional shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 16. Claims and Disputes

16.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County

and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

- 16.2. Claims by the Contractor shall be made in writing to the County and Design Professional within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Design Professional within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 15.4.
- 16.3. Any dispute, action or proceeding arising out of or related to this Agreement shall be exclusively commenced in the 12th Judicial Circuit in and for DeSoto County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens, and forsakes any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.
- 16.4. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- 16.5. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 17. Other Work

- 17.1. The County may perform other work related to the Project at the site by the County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the County and Design Professional within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.
- 17.2. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the County, if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its

several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Design Professional and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between the County and such utility owners and other contractors.

17.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the COUNTY), Contractor shall inspect and promptly report to Design Professional in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 18. E-Verify

- 18.1. As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- 18.2. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- 18.3. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- 18.4. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- 18.5. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

18.6. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Section 19. Indemnification and Insurance

- 19.1. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Contractor's performance pursuant to this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.
- 19.2. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions. The foregoing indemnification shall the same be construed to constitute agreement by Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties.
- 19.3. Contractor agrees to, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the County or Design Professional or their consultants, agents, officers and employees. The County and Contractor agree the first \$100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by

Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement.

- 19.4. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement, Exhibit F. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.
- 19.5. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 19.6. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 19.7. The Contractor will be fully responsible for all acts and omissions of his subcontractors and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the County. The County may, upon request, furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.
- 19.8. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County.

All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Design Professional as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

- 19.9. Should at any time the Contractor fail to maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 19.10. Contractor shall submit to Design Professional a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 20. Compliance with Laws

Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County and Design Professional in writing.

Section 21. Cleanup and Protections

- 21.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.
- 21.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work, and the Contractor shall bear the cost of any

such restorations.

21.3. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so, and the cost thereof shall be deducted from the final payment due the Contractor.

Section 22. Assignment

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

Section 23. Permits, Licenses and Taxes

- 23.1. Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.
- 23.2. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor. The Contractor and his sureties, together with his officers, agents, and employees, shall protect and hold the County harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent.
- 23.3. The Contractor shall be fully responsible for the execution and adherence to all directives, instructions, conditions, special conditions, and limiting conditions contained in permits specifically issued for the Work and which pertain to or affect the construction phase of this project and shall be solely responsible for issuance of any Notices required thereby.

Section 24. Termination for Default

24.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or the Design Professional or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a

reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 24.2. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.
- 24.3. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the Design Professional, upon application, and this obligation for payment shall survive termination of the Agreement.
- 24.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 24.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against

Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 25 below.

Section 25. Termination for Convenience and Right of Suspension

- 25.1. The County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 25.2. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 26. Completion

26.1. When the entire Work (or any portion thereof designated in writing by the County) is ready for its intended use, Contractor shall notify the County and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the County, Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the County and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Contractor in writing giving the reasons therefor. If the County and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punchlist of items to be completed or corrected by Contractor before final payment. The County shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the County shall allow Contractor reasonable access to complete or correct items on the tentative punch list. The risk of loss for the Project and the Work performed thereon shall not pass to the County until the Certificate of Substantial Completion (or Partial Substantial Completion) is approved by the Design Professional.

- 26.2. Within fourteen (14) calendar days of receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Design Professional will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, (3) all required As-Builts, shop drawings and other submittals; and (4) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. The County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the retainage shall become due and payable.
- 26.3. Prior to final payment, the Design Professional may request the Contractor to permit the use of a specified part of the Project which the County believes it may use without significant interference with construction of the other parts of the Project. If the Contractor agrees, he will certify to the Design Professional that said part of the Project is Substantially Complete and request the Design Professional to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen (14) calendar days thereafter, the Design Professional and the Contractor will make an inspection of that part of the Project to determine its status of completion. If the County considers that part of the Project to be Substantially Complete, the Design Professional will deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the County and the Contractor for maintenance, heat and utilities as to that part of the Project. The County shall have the right to exclude the Contractor from any part of the Project, which is so certified to be Substantially Complete, but the County will allow the Contractor reasonable access to complete or correct items on the punch list.

Section 27. Warranty

- 27.1. Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.
- 27.2. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and

that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

27.3. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the County prior to the next application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Section 28. Tests and Inspections.

- 28.1. The County, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Design Professional with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 28.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. When any portion of the Work subject to inspection is ready for such, the Contractor shall provide the Design Professional forty-eight (48) hours' notice prior to the inspection. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Design Professional and the County.
- 28.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Design Professional, such work must, if requested by Design Professional, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Design Professional timely notice of

Contractor's intention to cover the same and Design Professional has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Design Professional, such Work must, if requested by Design Professional, be uncovered for Design Professional's observation and be replaced at Contractor's sole expense.

- 28.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering, and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.
- 28.5. Neither observations nor other actions by the Design Professional nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 29. Defective Work

- 29.1. Work not conforming to the requirements of the Contract Documents in the sole judgment of the Design Professional shall be deemed defective Work. If required by the County or Design Professional, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County or Design Professional, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the County harmless for same.
- 29.2. If the County or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Contractor, at the County's or Design Professional's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the County or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 29.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County or Design Professional may order Contractor to stop the Work, or any portion

thereof, until the cause for such stop in the work has been eliminated; however, this right of the County and Design Professional to stop the Work shall not give rise to any duty on the part of the County or Design Professional to exercise this right for the benefit of Contractor or any other party.

- 29.4. Should the County determine, in its sole opinion, that it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay the County an appropriate amount to adequately compensate the County for its acceptance of the defective Work.
- 29.5. If Contractor fails, within a reasonable time after the written notice from the County or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Design Professional or the County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the County has paid Contractor but which are stored elsewhere. Contractor shall allow the County, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the County to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the County of the County's rights and remedies hereunder.

Section 30. Supervision and Superintendents

Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such

skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the County and Design Professional except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 31. Protection of Work

- 31.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 31.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger said Work or property.
- 31.3. Contractor shall not disturb any benchmark established by the Design Professional with respect to the Project. If Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs the Design Professional's benchmarks, Contractor shall immediately notify the County and Design Professional. The Design Professional shall reestablish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.

Section 32. Emergencies

In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County or Design Professional is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Design Professional written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Design Professional determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any

right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 33. Use of Premises

- 33.1 The County will furnish, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands which entail the Project Site upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise.
- 33.2 The Contractor shall be responsible for staging, protecting, and storing equipment or materials. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 34. Safety

- 34.1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 34.1.1. All employees on the Work and other persons and/or organizations who may be affected thereby;
 - 34.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
 - 34.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.
- 34.2. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the

protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

34.3. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the County. County shall have the right to direct Contractor to remove and replace this individual, with or without cause.

Section 35. Project Meetings

Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Design Professional and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Design Professional or the County with respect to the Project, when directed to do so by the County or Design Professional. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Design Professional.

Section 36. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Legal Advertisement
- B. Invitation to Bid
- C. Bid Proposal with required forms
- D. Performance Bond
- E. Public Payment Bond
- F. Insurance Requirements, including certificates of insurance
- G. Form of Release and Affidavit
- H. Change Order Form
- I. Anti-Human Trafficking Affidavit
- J. Foreign Country of Concern Affidavit

Section 37. Notices.

37.1. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

County Administrator or Designee

DeSoto County

201 E. Oak Street, Second Floor

Arcadia, Florida 34266 Phone: (863) 993-4800

Fax: N/A

Email: m.hines@desotobocc.com

With Copy To:

DeSoto County Attorney Nabors, Giblin & Nickerson, P.A. 8201 Peters Road, Suite 1000 Plantation, Florida 33324

Phone: (954) 315-0268

Fax: N/A

Email: vvicente@ngnlaw.com

37.2. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: <u>Accurate Drilling System, Incorporated</u>

Address (including city, state and zip): 49 North Industrial Loop

LaBelle, Florida 33935

Name of person with their title to whose Attention the notice should be sent:

Mario Acevedo, President & CEO

Telephone Number: (863) 674-0803

Fax Number: (863) 674-0912

Email: marioacevedo@accuratedrilling.com

37.3. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 38. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 39. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 40. Governing Law, Waiver of Jury Trial.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY

ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

Section 41. No Waiver.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 42. Vendors on Scrutinized Companies Lists.

By executing this Agreement, Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 42, this Section 42 shall be null and void.

Section 43. Modification.

Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.

Section 44. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 45. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 46. Subcontracting.

The Contractor may subcontract up to fifty percent 50% of work under this Contract. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor. If applicable, regardless of any subcontract, the Contractor is ultimately responsible for all work to be performed under this Contact, including but not limited to design, permitting, construction, surveying, contract management, land acquisition, legal services, right-ofway acquisition, zoning, replating, comprehensive plan amendment code variance, and other services, as necessary. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contactor shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a subcontractor to timely or properly perform its obligations shall not relieve Contractor of its obligations hereunder.

Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 691-72, Florida Administrative Code (F.A.C.). The Contractor shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Contractor shall ensure its subcontracts issued under this Contractor, if any, impose this requirement, in writing, on its subcontractors.

Section 47. United States-Produced Iron and Steel. Pursuant to Section 255.0993, Florida Statutes, unless waived by the County, any iron or steel product permanently

incorporated into the Project must be produced in the United States. The following are exempt from this requirement: (i) small amounts of foreign steel and iron that are incidental or ancillary to the primary product, are not separately identified in the project specifications, and the cost of which does not exceed 1/10th of the total contract cost or \$2,500, whichever is greater; and (ii) electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles.

Section 48. As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of the CONTRACTOR must attest under the penalty of perjury that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit is set forth in Exhibit I.

Section 49. Pursuant to Section 287.138, Florida Statutes, the County cannot knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if the entity is owned, controlled, organized, or operating in a foreign country of concern, which include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, and any contracting entity that may be given access to an individual's personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of business in a foreign country of concern. The required affidavit, which must be signed by a duly authorized officer or representative of CONTRACTOR, is attached hereto as Exhibit J.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF , the parties have e indicated below.	xecuted this Agreement on the date(s)
CONTRACTOR:	
ADVANCED DRILLING SYSTEMS, INCORPOI (Company Na	
ATTEST:	
By:(Signature)	
(Printed)	
Its:(Title)	
Date:	
Witness:	
Its: President/Corporate Secretary/Witness [Corporate Seal]	Date:
2nd Witness (if not incorporated)	

OWNER:	DeSoto County, Florida
(SEAL)	
	By: J.C. Deriso, Chairman Board of County Commissioners
	Date:
ATTEST:	
County Admi	inistrator
APPROVED	AS TO FORM:
County Attor	ney

EXHIBIT A LEGAL ADVERTISEMENT

This document is incorporated by reference into the Agreement and is on file with the DeSoto County Purchasing Department. It is available for review upon request.

EXHIBIT B INVITATION TO BID

This document is incorporated by reference into the Agreement and is on file with the DeSoto County Purchasing Department. It is available for review upon request.

EXHIBIT C BID PROPOSAL WITH REQUIRED FORMS



BID PROPOSAL FOR PROJECT:

SR-31 Force Main Replacement Project ITB# 25-17-00

Provided to:

DeSoto County Utilities
Purchasing Department
201 E Oak Street, Suite 203
Arcadia, Florida 34266

Provided by:

Accurate Drilling Systems, Inc 49 Industrial Loop, LaBelle, FL 33975

Email: John@accuratedrilling.com

Phone: 863-517-9778 Fax: 863-674-0912

BID DATE & TIME:

August 25, 2025 At: 2:00 PM

DeSoto County Board of County Commissioners Purchasing Division

201 E. Oak Street Suite 203 Arcadia, FL. 34266 PH: 863-993-4816 Fax: 863-993-4819 www.desotobocc.com



Project Number: 25-17-00 Invitation to Bid

Title: SR-31 FORCE MAIN REPLACEMENT

<u>Description:</u> The DeSoto County Board of County Commissioners are seeking formal Proposals from qualified firms and/or individuals to remove and replace existing 12" force main, plugging of existing road crossings and the construction of 4,494 linear fee of 18-inch HDPE force main within the FDOT right-of-way of State Road 31as indicated within the context of this Bid.

Pre-Bid/Proposal Conference: August 5, 2025 @ 10:00 a.m.

Location: Administration Building, 201 E. Oak Street, 1st Floor Board Room 201 E. Oak St., Arcadia, FL 34266 Mandatory: Yes [] No [X]

Proposal Due Date: August 19, 2025 @ 2:00 PM

Proposals must be submitted at the Purchasing Office-201 E. Oak St., Suite 203, Arcadia, Fl. 34266. Proposals submitted after the indicated time will not be considered but returned unopened to sender.

For additional information, contact: Cindy Talamantez, CPPO, CPPB Purchasing Director (863)-993-4816 email: c.talamantez@desotobocc.com

Special Instructions: Submit one (1) original marked as such, two (2) copies, and an electronic copy on a flash drive.

BIDDER/PROPOSER REGISTRATION FAX: (863)993-4819

Please register as a plan holder using this form. Only registered vendors will be contacted with notices of changes or addenda to this bid package. Complete and return this form by fax or mail to the Purchasing office at the address listed above.

Company Name:	Accurate Drilling Systems, Inc		
Contact person:	John Schoenle		
Mailing address:	49 N Industrial Loop		
City: LaBelle	State: Florida	Zip cod	le:
PH: 863-517-977	FAX: 863-674-0912	email:ohn@a	ccuratedrilling.com

Notes:

Documents may also be obtained by using www.demandstar.com

All questions must be submitted in writing by contacting the purchasing department.

DeSoto County reserves the right to reject any and all bids, to waive any informalities, and to accept all or any bid as deemed in the best interest of the County.

Unless otherwise noted, Payment of goods or services as a result of this solicitation will be made in accordance with Florida Statute.

All first-time vendors must submit a W-9 Form with their response.

DESOTO COUNTY UTILITIES SR-31 FORCE MAIN REPLACEMENT SCOPE OF WORK 25-17-00ITB

SR-31 Force Main Replacement Project

The DeSoto County Utility Department (DCU) wishes to receive formal bids from Contractors for the SR-31 Force Main Replacement Project.

SCOPE

Work includes the removal of existing 12" force main, plugging of existing road crossings and the construction of 4,494 linear fee of 18-inch HDPE force main within the FDOT right-of-way of State Road 31 south of SE County Road 760A, and associated, fittings, valves, and appurtenances and sod restoration.

The bid also includes alternates intended to show the cost difference between 16-inch and 18-inch diameter pipe and PVC and HDPE material.

BASIS OF AWARD

The basis of award is the lowest responsible/responsive bidder for all work included in the Base Bid.

GOVERNING SPECIFICATIONS

All work shall be in conformance with the following:

- Construction Plan Set
- Project Specific Technical Specifications
- DCU Utilities Standards Handbook
- FDOT FY 25-26 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs)
- FDOT FY 25-26 Standard Specification for Road and Bridge Construction.

COUNTY NOTIFICATION

The Contractor is required to notify the County at least 2 County business days prior to all workdays. All work to be performed between 8:00am and 5:00pm, Monday through Friday and on non-County holidays.

TIME FRAME:

All work shall be complete within eighty (80) calendar days of the notice to proceed. The total contract will be for ninety (90) calendar days which will allow time for County inspection and correction of deficiencies if noted.

BID FORM INSTRUCTIONS – READ CAREFULLY

Bidders must complete the Base Bid and all three (3) Bid Alternatives in their entirety. Failure to submit pricing for each option may result in the bid being deemed non-responsive. The Base Bid items are repeated within each Bid Alternative for reference only. **Unit prices and total prices for Base Bid items must be identical across all alternatives.** Only the alternate items (adds/deducts) may vary by bid form.

All bid amounts must be expressed in both numerals and words in the final Grand Total section of this bid form.

	DESOTO COUNTY BID FORM					
	SR-31 FORCE MAIN REPLACEMENT					
		25-17-0	DITB	·		
		BASE	BID			
	Item Number	Item Description	Quantity	Unit	Unit Cost	Total Cost
	101-1	Mobilization	1	LS	\$99,715.00	\$99,715.0(
***************************************	102-1	Maintenance of Traffic	1	LS	\$53,800.00	\$53,800.00
	570-1-2	Performance Turf - Sod	4,862	SY	\$7.00	\$34,034.00
	1050-42-212	Utility Pipe - HDPE, Furnish and Install, Sewer, 12"	15	LF	\$510.00	\$7,650.00
ITEMS	1050-42-218	Utility Pipe - HDPE, Furnish and Install, Sewer, 18"	4,494	LF	\$130.00	\$584,220.0
BID IT	1050-16-004	Utility Pipe, Remove and Dispose, 12" Sewer Force Main	4,386	LF	\$18.50	\$81,141.00
BASE	1050-18-004	Utility Pipe, Plug and Place Out of Service, 12" Sewer Force Main	80	LF	\$88.00	\$7,040.00
	1080-24-112	Utility Fixture, Valve Assembly, Furnish and Install, 12"	2	EA	\$7,500.00	\$15,000.00
	1080-24-118	Utility Fixture, Valve Assembly, Furnish and Install, 18"	2	EA	\$17,000.00	\$34,000.00
	1080-26-118	Utility Fixture - AIR Assembly	3	EA	\$7,800.00	\$23,400.00
				BASE	BID TOTAL	\$940.000.00

BID ALTERNATIVE #1 - HDPE 16"

	Item Number	Item Description	Quantity	Unit	Unit Cost	Total Cost
	101-1	Mobilization	1	LS	\$99,715.00	\$99,715.00
	102-1	Maintenance of Traffic	1	LS	\$53,800.00	\$53,800.00
	570-1-2	Performance Turf - Sod	4,862	SY	\$7.00	\$34,034.00
	1050-42-212	Utility Pipe - HDPE, Furnish and Install, Sewer, 12"	15	LF	\$510.00	\$7,650.00
ITEMS	1050-42-218	Utility Pipe - HDPE, Furnish and Install, Sewer, 18"	4,494	LF	\$130.00	\$584,220.0
읦	1050-16-004	Utility Pipe, Remove and Dispose, 12" Sewer Force Main	4,386	LF	\$18.50	\$81,141.00
BASE	1050-18-004	Utility Pipe, Plug and Place Out of Service, 12" Sewer Force Main	80	LF	\$88.00	\$7,040.00
	1080-24-112	Utility Fixture, Valve Assembly, Furnish and Install, 12"	2	EA	\$7,500.00	\$15,000.00
	1080-24-118	Utility Fixture, Valve Assembly, Furnish and Install, 18"	2	EA	\$17,000.00	\$34,000.00
	1080-26-118	Utility Fixture - AIR Assembly	3	EA	\$7,800.00	\$23,400.00
BID	1050-42-218	(DEDUCT) Utility Pipe - HDPE, Furnish and Install, Sewer, 18"	-4,494	LF	\$130.00	\$584,220.0
ALTERNATIVE #1 ITEMS	1080-24-118	(DEDUCT) Utility Fixture, Valve Assembly, Furnish and Install, 18"	-2	EΑ	\$17,000.00	\$34,000.00
	1050-42-218	Utility Pipe - HDPE, Furnish and Install, Sewer, 16"	4,494	LF	\$121.00	\$543,774.0
ALT	1080-24-116	Utility Fixture, Valve Assembly, Furnish and Install, 16"	2	EA	\$13,180.00	\$26,360.00
<u> </u>	BID ALTERNATIVE #1 TOTAL				\$891,914.00	

BID ALTERNATIVE #2 - PVC 18"

	ltem Number	Item Description	Quantity	Unit	Unit Cost	Total Cost
	101-1	Mobilization	1	LS	\$99,715.00	\$99,715.0(
	102-1	Maintenance of Traffic	1	LS	\$53,800.00	\$53,800.00
	570-1-2	Performance Turf - Sod	4,862	SY	\$7.00	\$34,034.00
	1050-42-212	Utility Pipe - HDPE, Furnish and Install, Sewer, 12"	15	LF	\$510.00	\$7,650.00
ITEMS	1050-42-218	Utility Pipe - HDPE, Furnish and Install, Sewer, 18"	4,494	LF	\$130.00	\$584,220.0
BID	1050-16-004	Utility Pipe, Remove and Dispose, 12" Sewer Force Main	4,386	LF	\$18.50	\$81,141.00
BASE	1050-18-004	Utility Pipe, Plug and Place Out of Service, 12" Sewer Force Main	80	LF	\$88.00	\$7,040.00
	1080-24-112	Utility Fixture, Valve Assembly, Furnish and Install, 12"	2	EA	\$7,500.00	\$15,000.00
	1080-24-118	Utility Fixture, Valve Assembly, Furnish and Install, 18"	2	EA	\$17,000.00	\$34,000.00
	1080-26-118	Utility Fixture - AIR Assembly	3	EA	\$7,800.00	\$23,400.00
TIVE #2	1050-42-218	(DEDUCT) Utility Pipe - HDPE, Furnish and Install, Sewer, 18"	-4,494	LF	\$130.00	\$584,220.0
ALTERNATIVE BID ITEMS	1050-32-216	Utility Pipe - PVC, Furnish and Install, Sewer, 18"	4,494	Ţ	\$151.50	\$680,841.00
,	BID ALTERNATIVE #2 BID TOTAL \$1,036,621.00			\$1,036,621.00		

BID ALTERNATIVE #3 - PVC 16"

	Item Number	Item Description	Quantity	Unit	Unit Cost	Total Cost
	101-1	Mobilization	1	LS	\$99,715.00	\$99,715.0(
	102-1	Maintenance of Traffic	1	LS	\$53,800.00	\$53,800.00
***************************************	570-1-2	Performance Turf - Sod	4,862	SY	\$7.00	\$34,034.00
	1050-42-212	Utility Pipe - HDPE, Furnish and Install, Sewer, 12"	15	LF	\$510.00	\$7,650.00
BID ITEMS	1050-42-218	Utility Pipe - HDPE, Furnish and Install, Sewer, 18"	4,494	LF	\$130.00	\$584,220.0
BID I	1050-16-004	Utility Pipe, Remove and Dispose, 12" Sewer Force Main	4,386	LF	\$18.50	\$81,141.00
BASE	1050-18-004	Utility Pipe, Plug and Place Out of Service, 12" Sewer Force Main	80	LF	\$88.00	\$7,040.00
	1080-24-112	Utility Fixture, Valve Assembly, Furnish and Install, 12"	2	EA	\$7,500.00	\$15,000.00
	1080-24-118	Utility Fixture, Valve Assembly, Furnish and Install, 18"	2	EA	\$17,000.00	\$34,000.00
	1080-26-118	Utility Fixture - AIR Assembly	3	EA	\$7,800.00	\$23,400.00
BID	1050-42-218	(DEDUCT) Utility Pipe - HDPE, Furnish and Install, Sewer, 18"	-4,494	LF	\$130.00	\$584,220.0
ALTERNATIVE #3 E	1080-24-118	(DEDUCT) Utility Fixture, Valve Assembly, Furnish and Install, 18"	-2	EA	\$17,000.00	\$34,000.00
	1050-32-216	Utility Pipe - PVC, Furnish and Install, Sewer, 16"	4,494	LF	\$133.50	\$599,949.0
AL.	1080-24-116	Utility Fixture, Valve Assembly, Furnish and Install, 16"	2	EA	\$13,180.00	\$26,360.00
	BID ALTERNATIVE #3 BID TOTAL \$948,089				\$948,089.00	

GRAND TOTALS - WRITTEN AND NUMERICAL

Bidders must complete all fields below. Pricing for Base Bid items must be identical across all bid alternatives.

BASE BID	
Amount (Written): _	Nine Hundred, Forty Thousand Dollars and Zero Cents
Amount (Numerica): \$ <u>940,000.00</u>
BID ALTERNATIV	E #1 – HDPE 16"
Amount (Written): _	Eight Hundred, Ninety-One Thousand, Nine Hundred Fourteen Dollars
	and Zero Cents
Amount (Numerical): \$ <u>891,914.00</u>
BID ALTERNATIV	E #2 – PVC 18"
Amount (Written): _	One Million, Thirty-Six Thousand, Six Hundred Twenty-One Dollars
	and Zero Cents
Amount (Numerical): \$ <u>1,036,621.00</u>
BID ALTERNATIV	E #3 – PVC 16"
Amount (Written): _	Nine Hundred, Forty-Eight Thousand, Eighty-Nine Dollars
	and Zero Cents
Amount (Numerical): \$ 948,089.00

BIDDER INFORMATION

Company Name:Accurate Drilling Systems, Inc
Mailing Address: 49 N Industrial Loop
City, State, ZIP: LaBelle, FL 33935
Phone: 863-674-0803
Email: 863-674-0912
Authorized Representative (Print):
Title: Vice President
Signature:
Date: 8/18/2025

BIDDER CERTIFICATION

I hereby certify that I have completed and submitted the Base Bid and all three Bid Alternatives in accordance with the instructions provided in the Bid Form. I further certify that the pricing for all Base Bid items is consistent across all bid options.

STATEMENT OF NO BID/SUBMITTAL

DeSoto County Purchasing Department 201 East Oak Street, Suite 203 Arcadia, Florida 34266

Arcadia, Florida 34266 If you do not intend to submit a bid on this service, please return this form to the above address immediately or fax to 863-993-4819. We the undersigned have declined to submit a bid on the requested service: ITB NO. 25-17-00ITB, SR-31 FORCE MAIN REPLACEMENT, for the following reason(s): Insufficient time to respond to the Invitation to Bid. We do not offer this service. Our schedule would not permit us to perform. Unable to meet bond/insurance requirements. Unable to meet specifications. Specifications are unclear (explain below). Remove us from your vendors' list for this service. Other (specify below). Remarks: ____ Company Name: Signature: Address: Telephone: **Email Address:**

BIDDERS CHECKLIST

Bids will not be considered if the following documents and/or attachments are not completely filled out and/or submitted with bid.

	Completely Executed Bid Package (one (1) original, two (2) copies, one (1) electronic copy on a flash drive)
/	Bid Proposal Form
	Qualifications Statement Form
	Hold Harmless Form
	Drug Free Workplace Form
	E-Verify Form
	Certification Regarding Debarment or Suspension
	Public Entity Crimes Form
	Non-Collusion Affidavit
	Conflict of Interest
	Anti-Human Trafficking Affidavit
	Foreign Country of Concern Affidavit
Delwered award	Payment Bonds Form
of Sweet	Performance Bonds Form
NA	Local Preference Policy (If Applicable)

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

PURCHASING DEPARTMENT

201 E. OAK STREET, SUITE 203

SUBMITTED TO:

ADDRESS:

	ARCADIA, FLORIDA 3426	CIDCLE ONE
		CIRCLE ONE
SUBMITTED B	Y:Accurate Drilling Systems, Inc	Corporation
NAME: Mario	Acevedo	Partnership
ADDRESS: _4	9 N Industrial Loop, LaBelle, FL 33935	Individual
PRINCIPAL OF	FICE: 49 N Industrial Loop, LaBelle, FL 33935	Joint Venture
		Other
trade or fictit business.	true, exact, correct and complete name of the pailous name under which you do business and the name of the Offeror is: Accurate Drilling System	e address of the place of
The address	of the principal place of business is: 49 N Indu	ustrial Loop, LaBelle, FL 33935
2. If the Offe	ror is a corporation, answer the following:	
a.	Date of Incorporation: April 15, 1997	
b.	State of Incorporation: Florida	-
C.	President's name: Mario Acevedo	
d.	Vice President's name: Mario Acevedo, Jr	
e.	Secretary's name: Cinthia Acevedo	
f.	Treasurer:Fatima Acevedo	
g.		cevedo, 49 N Industrial Loop, , FL 33935

If Offeror is a	n individual or a partnership, answer the following: N/A
a.	Date of organization:
b.	Name, address and ownership units of all partners:
C.	State whether general or limited partnership:
	ther than an individual, corporation or partnership, describe the d give the name and address of principals:
n	la
	perating under a fictitious name, submit evidence of compliance with the s Name Statute.
	ears has your organization been in business under its present business
name? 28 Year	'S
a. Unde	r what other former names has your organization operated?
None	
professions whi	stration, license numbers or certificate numbers for the businesses or ch are the subject of the proposal. Please attach certificate of d/or state registration. 25661
ъ. наve you per	sonally inspected the site of the proposed work?
Yes _X_	No
QUALIFICATIONS STA PAGE QS-2 of 4	TEMENT

been an officer or partner of another organization when it failed to complete a contract' If so, explain fully. No 12. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which	
11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract of so, explain fully. No 12. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).	? — —
12. State the names, telephone numbers and last known addresses of three (3) pusinesses with the most knowledge of work which you have performed, and to which	
ousinesses with the most knowledge of work which you have performed, and to which	
ousinesses with the most knowledge of work which you have performed, and to which	
COMPANY NAME CONTACT ADDRESS	
Kimley-Horn Julia Felter 200 S. Orange Ave, Suite 600 Email Julia.Felter@ki	miey-
Orlando, FL 32801 Telephone 407-768-3	3239
City of Port Saint Lucie Carlos Camacho Output Carlos Camacho Output Saint Lucie, FL 34983 Carlos Camacho Output Saint Lucie, FL Saint Lucie, FL Carlos Camacho Carlos Camacho Output Car	yofPSI.
Telephone 772-579-	-0734
Town of Jupiter Steven Montemayor 210 Military Trial Email stevenm@jupiter Jupiter, Florida	r.fl.us
33458 Telephone 561-741-	2710

QUALIFICATIONS STATEMENT PAGE QS-3 of 4

<u>Most Recently Completed Contracts</u>

Contract	Project Type & Location	Month/Year	Name, Address
Amount	RSW Transmission Line at Ben Hill and Treeline	Completed 1/2025	Contact Person & Tel # Brain Hickey, 2115 Secon Street
\$8,274,196.50	5 miles of 24" potable water main, Railway Crossing, 21,400LF 24" DIP Open Cut, 2-30" HI HDD and 1-30" HDPE HDD under railway.		Fort Myers, FL Phone: 239-281-4167 Email: Bhickey@leegov.com
\$5,863,865.94	New Water Supply Line (between Water Treatm Plant and Eastern Wellfield) 1 Mile of Raw Water Main, Open cut 20" to 30" [4,180 LF of 36" HDPE via HDD		George Wrves, 8300 South Palm Dr, Pembroke Pines, FL 33025 Email: gwrves@ppines.com
\$4,008,590.00	Golden Gate City Transmission Water Main Improvement-Phase 1A-Golf Course Collier C 14,237 LF 24" DIP, 6,737 LF DIP Open Cut 2,387 LF 24: HDPE, 4,670 LF 30" HDPE via HD 1,320 LF 4" PVC, 7<540 LF 6" PVC Open Cut		Liz Gosselin,3295 Tamiami Trail East Naples, FL 34112 239 -380-4617 Liz.gosseling@colliercountyfl.gov
\$3,359,181.00	LaBelle Zone A Part 2 Septic Tank Conversion 7,369 LF 8" PVC Gravity Main, Open Cut 9,570 LF PVC Watermain, Open Cut 466 LF 8" HDPE, HDD	7/2024	Laura Constantino, 481 W Hickpochee Ave, LaBelle, FL 33935 Phone:904-414-2400
\$1,8737,837.00	Water Main & Meter Replacement, Fort Myers 7,000 LF 3" HDPE Potable WM via HDD 4,000 LF 4" HDPE Potable WM via HDD	3/2024	Bill Wotherspoon, 150 Lantern Lane, North Fort Myers, FL 33917 Phone: 239-543-1414 billworthspoon@hotmail.com
\$1,188,000.00	Suncoast Parkway II SR 589 to SR 44 Utility Adjustment, Citrus County 1,530 12" PVC Water Main Open Cut 590 12" Dip WM, Open Cut 410 18" Dip WM, Open Cut 330 30" Steel Casing	6/2024	Roger Ingall 2600 W Sovereign Path Suite 266, Lecanto, FL 34461 Phone: 352-527-5802
\$1,383,932.95	Utility Relocation, Install Forcemain Install 4" 1,500 LF & 8" 3,000 LF FM Fort Myers, Florida	3/2024	John Carlson, 9841 Bernwood Place Ft Myers, FL 33966 407-795-1639
\$ 2,721,930.00	Aerial Water & Force Main Replacement 24" C900 WM & 10" C900 FM crossing Bayou George along Highway 231. Panama City, Florida	10/2023	Scott Nabers, 840 W 11 th Street, Panama City, FL 32401 Phone 850-248-8270
\$2,397,386.00	Reclaimed Water Main Extension Install 9,900 FL of 12" HDPW along SR434 by HDD, Open-cut & Jack & Bore City of Winter Springs, Florida	10/2023	Julia Felter, 1126 East State Rd 434 Winter Springs, FL 32708 Winter Springs, FL 32708

\$3,610,989.00	. Northport 24" Forcemain on Glades Cutoff	9/2023	Carlos Camacho, 900 SE Ogdon Lane
	8,240 LF 24 " PVC HDD under I-95		Port Saint Lucie, FL 34983
	Port Saint Lucie, Florida		Phone: 772-873-6419
\$5,259,314.20	Wast Water Treatment Plant Reuse	8/2023	Brian Hickey, 2115 Second Street,
	9,330 LF 24" Open Cut & 4,2760 LF 30" HDD		Fort Myers, Florida
	Fort Myers, Florida		Phone: 239-281-4167
\$1,964,932.00	Water Main Replacement	7/2023	Bradley Daigle. 2115 Second Stret
	8,500 LF 8" & 12" HDPE open cut & HDD		Fort Myers, FL 33901
	Lee County		Phone: 239-694-7600
\$669,679.00	Raw Water Main Crossing C-18 Canal	12/2022	Amanda Barnes, 210 Military Trail,
	1,425 LF 20" HDPE		Jupiter, Florida, 33458
	Jupiter, Florida		Phone: 561-741-2537
\$782,608.00	Construction of Potable Watermain,	9/2022	Vladimir Simonovski, 120 E Main
	30" reclaimed WM, 12 & 18" WM, 12" FM		Apopka, Florida 32703
	Apopka, Florida		Phone: 407-703-1731
\$2,844,320.09	Subaqueous Sewer FM Replacement	8/2022	Michelle Baines, 380 Riverside Circle
	1,335 LF 24" & 860 LF 20" HDPE FM via HDD		Naples, Florida 34102
•	400 LF 20 PVC open cut FM		Phone: 239-213-4713
	Naples, Florida		
\$590,658.54	Harbour Drive Force Main Replacement	7/2022	Michelle Baine, 380 Riverside Circle
	3,352 LF 12" FM along Harbour Dr and US 41		Naples, Florida 34102
	Naples, Florida		

Mario Acevedo

PO Box 3035 LaBelle, FL 33975 ♦ accuratedrilling@gmail.com ♦ Phone (863)674-0803 ♦ Fax (863)674-0912

CHIEF EXECUTIVE OFFICER -PRESIDENT

Strategic planning • Directional Boring • Underground Utility

An Accomplished CEO & President with a distinguished 25-year career as the engaging leader of Accurate Drilling Systems, Inc. Extensive experience in operational coordination, underground utility contracts, and financial planning. Strategic thinker skilled at navigating complex situations, identifying efficient improvements, and next level success growth.

Professional Experience

ACCURATE DRILLING SYSTEMS, INC.

1997-Present

Founder, President & CEO

Lead Operational Officer and Strategic Director of directional utility contracts

- Over 24 years of Underground Drilling Experience
- Project Manager
- Locator for underground utility tickets
- Contract Coordinator
- Foreman / Supervisor

- CDL Driver (21 years' experience)
- Machine Operator:
 - o Forklift
 - o Backhoe
 - Vermeer Machines (underground directional drilling)

Certifications & Training

- ITE Training with Sunshine One Call of Florida (Exactix)
- Intermediate Maintenance of Traffic(MOT)
- HDPE Pipe Fusion Training
- First -aid & CPR
- DOT Safety & Compliance Training Seminar

- Job safety Training
 - Weather
 - o (PPE) Personal Protection Equipment
 - o Fire
 - o Driving
 - o Excavation

References

Name
Fredie Brady
Benny Puentes
Richard Acosta
Terrell Bridges
Rickey Barnes

Company

TB Power Creation, LLC.

Underground Utilities Services, Inc.

Mas Tec

TB Power Creation, LLC.

Pike Electric

Contact Information

(954) 605-3668 (941) 922.6706

Richard.Acosta@mastec.com

terrellbridges@tbpowercreation.com

rbarnes@pike.com

Mario E. Acevedo

PO Box 3035 LaBelle, FL 33975 ♦ ace@accuratedrilling.com ♦ Phone (863)517-4124

VICE PRESIDENT - PROJECT MANAGER - OPERATIONS DIRECTOR

Strategic planning • Directional Boring • Underground Utility

An accomplished Vice President, Project Manager and Operations Director for Accurate Drilling Systems, Inc. achieving extensive experience in operational coordination, underground utility contracts, and strategic planning. An Executive thinker skilled at navigating complex situations, identifying efficient improvements, and next level success growth.

Professional Experience

ACCURATE DRILLING SYSTEMS

2015-PRESENT

Project Manager & Operations Director

Project Manager and Operations Director of directional utility contracts and bids

- Supervisor
- Job Coordinator
- CDL Driver

- Vermeer Machine Operator
- Locate for underground utility tickets

LABELLE TIRE CENTER, LLC.

2015-PRESENT

Manager

Operational Director that trained personnel, coordinated sales, and inventory

- 6 years' experience in business management
- CDL Driver

- QuickBooks POS
- Sales

Certifications & Training

- Underground Utility Contractor License
- ITE Training with Sunshine State One Call of Florida
- OSHA-30
- First-Aid & CPR
- Job Safety Training
- Weather & Fire Hazards
- Intermediate Maintenance of Traffic (MOT)

- (PPE) Personal Protection Equipment
- DOT Safety & Compliance Training Seminar
- HDPE Fusion Training
 - o ASTM F2620-19 Medium Diameter 2" IPS-20" IPS
- Supervisor Reasonable Suspicion Training
- QuickBooks Pro & POS
- Microsoft Office

References

Available upon request

Ismael Irigoyen, PE

Civil Engineer - Senior Project Manager

E-mail: ismaelirigoyen@amail.com

Phone: 239-276-4260

Experienced and accomplished professional engineer with seven years of experience in engineering inspection, coordinating, and implementing planning, improvement projects for underground utilities. Skilled in both construction and design phases, with expertise in lift stations, public utilities renewal, water and gravity sewer main, and stormwater system replacement. Strong analytical abilities, responsibility, and focus have ensured successful project outcomes while adhering to all applicable city, state, and federal codes and regulations. Proficient in engineering design, plan review, and construction, delivering effective solutions. Experienced in planning, development, and management of projects, ensuring full compliance with all relevant laws and standards. Thrives under pressure, readily adapting to new challenges, and committed to enhancing the organizational brand.

EDUCATION

BS in Civil Engineering, University of Santiago, State College, Santiago, Chile, 2015

REGISTRATIONS

- Engineer Intern 1100022911, State of Florida
- Professional Engineer PE93304, State of Florida

EXPERIENCE - STANTEC CONSULTING SERVICES INC - 2017 TO 2022. 95th, 96th, 107th, 108th, 109th, 110th Ave N., U.S.41 WM, Vanderbilt Drive and Cul-de-Sacs Public Utility Replacement projects, Collier County, Naples, Florida. Field Engineer Inspector for Construction Engineering, the duties primarily involve overseeing residential water, sanitary sewer, and storm sewer replacement projects in the North Naples Park area. Responsibilities include observing work and tests conducted by contractors to ensure they conform to the stipulations in the Contract Documents. Other key roles entail the preparation of Daily Work Reports and Daily Quantity Reports, responding to Requests for Information and Clarification forms, and implementing Work Change Directives.

Utility Planning Assistance, Collier County, Naples, Florida. FDEP permit applications reviewer for Collier County. Task involved documentation of general requirements, calculation of wastewater/water flow capacities for residential, commercial, institutional, and mixed uses of collection/transmission systems.

Soil Stabilization Data, Puerto Rico Energy Power Authority, Puerto Rico. GIS Soil stabilization data collector at Puerto Rico Energy Power Authority. Responsibility includes recommendations to reduce risk to structures or infrastructures from erosion and landslides. While also giving recommendations for installation of geotextiles, stabilizing sod, vegetative buffer strips, preservation of mature vegetation, decreasing of slope angles, and stabilization with rip rap and other means of slope anchoring and stabilization.

East Ash Pond Complex Allen Fossil Plant – Field Engineer Representative, Tennessee Valley Authority, Memphis, Tennessee. CQA Field Engineer Representative for free water removal and pore water removal from the coal combustion residual impoundment. Review plans for

construction activities for each day, observe, document, and report whether the works and tests were done in accordance with the plans and technical specifications while also reporting non-conformances reports.

Stormwater Control Structure Evaluation, Inspection, and Maintenance Management Assistance, Collier County, Naples. Field Engineer Inspector for Approximately 70 stormwater structures along Collier County. Inspection and evaluation of each component of the existing stormwater structures to avoid their potential failure. Also, task included preparation of the Plans and Technical Specifications to replace staff gauges on approximately 40 structures.

Site Civil Development. Site Civil Engineer for several residential and commercial projects. Task that involves submittal reviews, preparation of feasibility assessments reports (conditions of current zoning, availability of utilities, environmental conditions, and impact of development on surrounding properties), permitting support, preparation of engineering estimates for project cost and construction, design assistance for multi-acre residential and commercial sites, including grading, storm drainage, water, and sewer system.

COLLIER COUNTY - PUBLIC UTILITIES - ENGINEERING AND PROJECT MANAGEMENT -

2022 TO 2023. Senior Project Manager for several public utility projects, the duties primarily involve the management of pre-design, design, and construction phases for pump stations and underground utility projects (water main, gravity sewer main, stormwater system). Tasks involve the review of construction plans and specifications, coordination of acquisitions of easements, preparation and administration of project budgets, preparation of project schedules, monitoring progress of projects, reviewing specifications to ensure compliance with applicable codes, ordinances, and engineering standards; revision of engineering studies, engineering reports, and cost estimates; revision of changes to construction plans, providing recommendations and comments on construction plans; overseeing, administering, and coordinating work performed by consultants, contractors. or other service providers. Also, key duties include providing directions, guidance, and assistance to contractors, coordinating daily work activities, prioritizing and assigning work, monitoring the status of work, inspecting completed work; providing technical expertise, advice, and assistance concerning engineering issues on the design and construction phases to ensure engineering compliance with applicable

ACCURATE DRILLING SYSTEMS – PROJECT MANAGER – 2023 TO PRESENT. Oversees the installation of force mains, water mains, and reclaimed mains using directional drilling, jack and bore (J&B), and open-cut excavation methods in underground utility construction. Manages project planning, scheduling, budgeting, and coordination with engineers, subcontractors, and regulatory agencies to ensure compliance with safety and quality standards. Responsibilities include monitoring progress, resolving challenges, and ensuring projects are completed on time and within budget. Handles RFIs, submittals, change orders, and project documentation, while maintaining a strong focus on OSHA safety regulations and efficient resource management.

DIVERSE ENGINEERING, LLC.

Civil.PE.Schmidt@gmail.com

NARRATIVE

Professional Engineer licensed in the State of Florida with 20 years of experience working on Heavy Civil, Roadway, Utility, and Drainage Construction Projects. This experience includes Surveying, Construction Engineering Services, Capital Improvement and Land Development Design, Horizontal Directional Drill Design, and Construction Project Management. Having worked through many different levels and aspects of construction, Mr. Schmidt has become a project driven professional, well-versed in the construction process, the required contracting/permitting, and the efficient scheduling required for a successful project.

EDUCATION

Florida Atlantic University

Boca Raton, FL

Bachelor of Science Degree in Civil Engineering

May 2012

WORK EXPERIENCE

Accurate Drilling Systems, Inc

1/20-Present

Project Manager

- Responsible for project performance and oversight of all aspects of projects.
- Proactively manage project budget by tracking expenses, administering owner and subcontractor billings, identifying work not covered by scope of work, and maintaining project schedule.
- Coordinate work and project meetings with the Client, Contractor, Public Utilities and Material Testing Companies

FELIX ASSOCIATES OF FLORIDA, INC.

8/15 - 3/20

Project Manager

- Responsible for project performance and oversight of all aspects of projects.
- Proactively manage project budget by tracking expenses, administering owner and subcontractor billings, identifying work not covered by scope of work, and maintaining project schedule.
- Oversee general correspondence, submittals, purchase orders, subcontracts, change orders, pay request, project schedule, safety, cost control, quantity tracking, and permitting.

CAPTEC ENGINEERING, INC.

8/14 - 8/15

Engineer Intern/Field Representative/Project Engineer

- Assist Project Managers in performing engineer-related tasks specific to various projects
- Prepare technical reports and submittals for drainage, utility, site development, roadway, and permitting engineering documents and plans.
- Prepare bid sets and construction plans using AutoCAD.

MILESTONE CONSTRUCTION GROUP, INC.

5/12 - 7/14

Project Manager

- Coordinate work and project meetings with the Client, Contractor, Public Utilities and Material Testing Companies
- Manage inspection staff and track daily reports, required paperwork, project quantities, and project cost

Review submitted change orders, contractor's monthly pay request, and shop drawings

Additional project history, work experience, and references available upon request.

Construction Superintendent	
Refugio Medina	
Professional Summary	
drilling. Proven track record of overseeing Skilled in managing teams, enforcing safety	nt with 25 years of experience in underground utilities and directional field operations, ensuring project completion on time and within budget. y regulations, and optimizing construction processes to improve uality infrastructure while maintaining regulatory compliance and cost-
Core Competencies	
Site Supervision & Project Coordination	Underground Utilities & Directional Drilling
Budget & Schedule Management	Safety & Regulatory Compliance
Quality Control & Assurance	Subcontractor & Vendor Relations
Team Leadership & Workforce Developme	ent Construction Documentation & Reporting
Professional Experience	
Accurate Drilling Systems, Inc.	
Supervised field operations for undergrous specifications and safety protocols.	and utility and directional drilling projects, ensuring adherence to design
Coordinated with project managers, engir	neers, and subcontractors to streamline workflow and meet deadlines.
Conducted regular site inspections to ider	ntify and mitigate potential safety hazards.
Managed project schedules, labor assignr	ments, and resource allocation to optimize efficiency and control costs.

Led workforce training initiatives, ensuring team members were well-versed in safety and operational best

Technical Skills

practices.

MS Office Suite (Excel, Word, Project)

Blueprint and construction plan interpretation

14. State the name of the ir services:	ndividual who will have personal supervision of the
Refugio Medina	·
IN RESPONSE TO THIS QUALI IN AWARDING THE CONTRAC BE TRUE. THE DISCOVERY O AFFECTS THE OFFEROR'S QU	GES AND UNDERSTANDS THAT THE INFORMATION CONTAINED FICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO OFFEROY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY JALIFICATION TO PERFORM UNDER THE CONTRACT SHALL SECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL OF AND/OR CONTRACT.
State of Florida County of Hendry	
On this the 18th day undersigned Notary Public of to Mario Acevedo	of <u>August</u> , <u>2025</u> , before me, the the State of Florida, personally appeared and
(Name(s) of individual(s) who whose name(s) in/ are Subscr acknowledge that he/she/they	ibed to the within instrument, and he/she/they executed it.
NOTARY PUBLIC SEAL OF OFFICE:	John E Schoenle
JOHN E. SCHOENLE Notary Public	(Name of Notary Public: Print, stamp, or type as commissioned.)
State of Florida Comm# HH379860 Expires 3/28/2027	Personally known to me, or
	Produced identification:
	DID take the oath, or
	DID NOT take the oath.

QUALIFICATIONS STATEMENT PAGE QS-4 of 4

HOLD HARMLESS

Contractor/Consultants shall indemnify and hold harmless the County, and the County's officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor/Consultant and other persons employed by or utilized by Contractor/Consultant in their performance under this Agreement.

Type of Organ	ization (Please Ch	neck One): Individua	l Owners	hip	Joint Venture
		Partne	rship	<u> </u>	Corporation
Name of Biddi	ng Firm:				
Accurate Drilling	g Systems, Inc				
Mailing Addre	ss:				
49 N Industria	l Loop, LaBelle, FL 339	935			
Location Addr					
City & State:			ZIP:	33935	
-		Fax Number: _	863-674	4-0912	
Name/Title of	person authorized	l to bind the Company:	Mario A	cevedo, Vi	ce President
Signature of p	erson authorized	to bind the Company: _	MI		
		Date:			

DRUG FREE WORKPLACE FORM

The	undersigned vendor in accordance with Floric	a Statute	287.087	hereby cer	tifies
that	Accurate Drilling Systems, Inc			_ (name of	
busi	ness) does:				

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require 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.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature:	901	Mario Acevedo	
Dated: Au	gust 18, 2025		

DESOTO COUNTY CONTRACTOR/CONSULTANT/VENDOR E-VERIFY AFFIDAVIT

STATE OF Flordia

O I / CI L. OI								
COUNTY	F Hen	dry		ddahdan hald a Yeer Carlotte Barrette Barrette Barrette Barrette Barrette Barrette Barrette Barrette Barrette				
BEFORE I	ΜE, the	e unde	rsigned	authority,	appeared	Mario Ace	evedo	
who first be	eing du	ly swor	n hereby	y swears o	r affirms as	follows:		
1.	l ma	ke this	affidavit	on person	al knowled	ge.		
2.	l am	over th	e age o	f 18 years a	and otherwi	ise confide	ent to make	e this Affidavit.
3.	I	am	the	Vice Pres	sident			of
Accurate D	rilling S	ystems,	Inc					(the
"Contractor	r/Const	ultant/V	endor").					
4.	l am	author	ized by	Accurate D	rilling Systen	ns, Inc	Mines	_ to make this
Affidavit on	behalf	of Con	tractor/	Consultant	/Vendor.			
5.	Con	tractor/	Consult	ant/Vendoi	· acknowle	dges that	Section 4	48.09, Florida
Statutes, m	nakes it	unlawl	ful for ar	ny person t	o knowingl	y employ,	hire, recru	iit, or refer, for
private or p	oublic e	employr	ment, ar	n alien who	is not dul	y authoriz	ed to work	in the United
States.								

- 6. Contractor/Consultant/Vendor acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.
- 7. Contractor/Consultant/Vendor is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
- 8. Contractor/Consultant/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with DeSoto County.
- 9. Contractor/Consultant/Vendor's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.

- 10. Contractor/Consultant/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.
- 11. Neither the Contractor/Consultant/Vendor, nor any subcontractor of Contractor/Consultant/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.
- 12. If the Contractor/Consultant/Vendor, or any subcontractor of Contractor/Consultant/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with DeSoto County, it shall provide immediate notice thereof to DeSoto County.

such violation during the term of any	contract with DeSoto County, it shall provide
immediate notice thereof to DeSoto Coι	unty.
	Signature of Affiant
	on behalf of Contractor/Vendor
	By: Mario Acevedo
	As its: in presence
	Dated: 8/18/2025
STATE OF Florida	
COUNTY OF Hendry	
online notarization, this ^{18th} c	pefore me by means of \(\bar{\text{Dilling Systems, Inc.}} \) has produced \(\begin{array}{c} \text{Personally Known} \\ \end{array} \)
JOHN E. SCHOENLE Notary Public State of Florida Comm# HH379860 Expires 3/28/2027	Print Name: John E Schoenle Notary Public of the State of Florida

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that is and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

mn_	Mario Acevedo
Signature	
Vice President	
Title	
Accurate Drilling Systems,Inc	
Contractor/Firm	
49 N Industrial Loop, LaBelle,	FL 33935
Address	

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF	Florida
COUNTY O	F Hendry

Before me, the undersigned, personally appeared who, being by me first duly sworn, made the following statement:

	[Relationship	, such as sole proprietor, partner, president, vice president]						
is		Vice President						
	, ,	[Name of firm]						
2.	My relationship to	Accurate Drilling Systems, Inc						
is	49 N Industrial Loop, LaBelle, FL 33935 s							
		[Name of firm]						
1.	The business addr	Accurate Drilling Systems, Inc ess of						

- 3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 4. I understand that "conviction" is defined by the statute to mean 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 contendre.
- 5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the firm nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the firm nor any affiliate of the firm has been convicted of a public entity crime subsequent to July 1, 1989.
[Draw a line through paragraph 6 if paragraph 7 below applies.]
7. There has been a conviction of a public entity crime by the firm, or an officer, director executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted vendor list. The name of the convicted person or affiliate is
A copy of the order of the Division of Administrative Hearings is attached to this statement.
[Draw a line through paragraph 7 if paragraph 6 above applies.]
Mario Acevedo SIGNATURE
State of Florida County ofHendry
On this the 18th day of August , 2025 , before me, the undersigned Notary Public of the State of Florida, personally appeared Mario Acevedo and
(Name(s) of individual(s) who appeared before Notary) whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.
NOTARY PUBLIC, STATE OF FLORIDA
NOTARY PUBLIC SEAL OF OFFICE: John E Schoenle (Name of Notary Public: Print, stamp, or type as commissioned.)
JOHN E. SCHOENLE Notary Public X Personally, known to me, or State of Florida
Comm# HH379860 Produced identification:
DID take the oath, or

DID NOT take the oath.

NON-COLLUSION AFFIDAVIT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any DeSoto County, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any DeSoto County, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

County employees may not contract with the County through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the County subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the County Procurement Policy.

NAME	RELATIONSHIPS
n/a	

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.

AFFIDA\ STATE (RIDA,	COUN	ITY OF	Hendr	у						
BEFORE	E ME,	the	under	signed			persona					
met	Ma	rio Acev	redo		,	who	after bei	ng d	luly swo	rn, d	leposed	and
said	that	he	is	the	fully	auth	horized	Vic	ce Preside	∍nt		0
Accurate	Drilling :	Systems	s, Inc									
(hereinat	fter refe	rred to	as affi	iant), an	d said	affian	t further s	aid:				

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

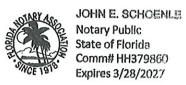
AFFIANT SWORN TO AND SUBSCRIBED BEFO August, 2025 NOTARY P		ON THIS	18th DA	AY OF				
AFFIANT								
Company Name: Accurate Drilling Systems, Inc								
Address: 49 N Industrial Loop, LaBelle, FL 33935								
Phone Number: 863-674-0803								
Signature:								
NON-COLLUSION AFFIDAVIT Florida	IN IN	THE THE	STATE COUNTY	OF OF				
Hendry		rst duly sworn						
the bid above submitted is a genuine and	not a shar	n or collusive	bid or made	in the				
interest of or on behalf of any person not th	erein nam	ed, and s/he	further says t	that the				
said Bidder has not directly or indirectly induc	ed or solic	ited any Bidde	er on the abov	ve work				
or supplies to put in a sham bid, or any other	person or o	corporation to	refrain from b	oidding,				
and that said Bidder has not in any manner	sought by	collusion to se	ecure her/him					
advantage over any other bidder or bidders. day of August, 2025 NOTARY PUBLIC ir		1	before me th Florida	is				
Signature { }								

NOE 1916

JOHN E. SCHCENLE Notary Public State of Florida Comm# HH379860 Expires 3/28/2027

CONFLICT OF INTEREST STATEMENT

(STATE OF FLORIDA; COUNTY OF DESOTO)
`
Mario Acevedo, who was duly sworn, deposes, and states: 1
1 I am the Vice President of Accurate Drilling Systems Inc with a
and principal office in
LaBelle
For DeSoto County the above-named entity is submitting an Expression of Interest for the DeSoto County project described as: <i>ITB-25-17-00 – DeSoto County Utilities Force Main Replacement</i> . The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict or interest due to any other clients, contracts, or property interests for this project. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of DeSoto County. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with DeSoto County.
In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify DeSoto County in writing.
DATED this day of, 2025.
_ (Affiant)
Sworn to and subscribed before me this 18th day of August , 2025.
Personally known Personally Known
OR Produced identificationNotary Public - State of Florida
My commission expires 03/28/2027 (Type of identification)
(Printed typed or stamped commissioned name of notary public)



DESOTO COUNTY SR-31 FORCE MAIN REPLACEMENT PRE-BID MEETING MINUTES

ADDENDUM NO. 1

August 5, 2025, 10:00 A.M.

ITB NO. 25-17-00

In attendance:

DeSoto County BOCC:

Megan Deuchar

Michael Giardullo

Greg Harris

Representatives from:

Weiler Engineering

Badger Drilling
Quality Enterprises

Accurate Drilling Systems (ADS)

The Pre-Bid meeting came to order with Megan Deuchar, DeSoto County Purchasing Agent, starting the introductions, the meeting was then turned over to Michael Giardullo, DeSoto County Engineer, for a project overview.

PROJECT OVERVIEW

- The project is for the replacement of an existing 12" (approximate) force main along SR 31, estimated at 4,300–4,400 linear feet.
- New installation will primarily be 18" HDPE force main; existing line must be fully removed per FDOT requirements (no abandonment in place).
- Work includes tie-ins at both ends of the project, coordination with Utilities for shutdowns, possible vacuum truck support, and restoration work as needed.

BID STRUCTURE

- Base Bid:
 - 18-inch HDPE
- Alternates:
 - o Alt. 1 16-inch HDPE
 - o Alt. 2 18-inch PVC
 - o Alt. 3 16-inch PVC
- Bidders must submit pricing for the Base Bid and all three (3) Alternate Bids.
 Failure to provide pricing for all bid options may result in the bid being deemed non-responsive.

CONTRACT DOCUMENTS

- Plans
- Technical Specifications
- Utility Standards Handbook (available online and included in documents)
- . DEP Permit for the force main
- FDOT Utility Permit
- All requirements in these documents are part of the contract.

KEY TECHNICAL DISCUSSION POINTS

- Installation Methods: Contractors may bid either open cut or directional drill; however, open cut is anticipated to be more practical for most sections due to depth requirements.
- **Depth Considerations:** Drilling at shallow depths may cause frack-out; open cut likely preferred. The Contractor will have to determine the method used.
- Pipe Specifications: Discussion regarding DR ratings—The HDPE Pipe specification is hereby amended to require only DR 11 and the diameters must be DIPS.
- Road and Driveway Crossings:
 - Road crossings under SR 31 will require jack and bore; existing main there will be grouted in place.
 - 18" HDPE will be required at the crossing even if a smaller diameter is used elsewhere.
 - Driveways disturbed must be restored with asphalt per provided specifications.
- Box Culvert Area: Possible capping of existing main beneath box culvert; new line to be installed in front of culvert.
- **Site Access & Laydown Areas**: Contractors to secure private laydown area agreements in writing from property owners.
- Excess Excavated Material: Unless otherwise directed in an addendum, contractors are responsible for disposal.
- Compaction Testing: Required per specifications.

SCHEDULE

- Bid Due Date: August 19, 2025, by 2:00 PM (no electronic bids accepted).
- Question Deadline: August 12, 2025 (end of day). Earlier submittal encouraged.
- Substantial Completion: 80 calendar days
- · Final Completion: 90 calendar days
- Anticipated Start: October 2025, after Board approval and contract execution, to take advantage of dry months.

PERMITS AND STANDARDS

- FDOT Utility Permit and DEP permit are included in the bid documents.
- Contractor must comply with FDOT utility accommodation requirements.
- DeSoto County Utility Standards Handbook is available online and included in the bid package.

ADDITIONAL NOTES

- No grant funding is involved in this project.
- All work hours to be 8:00 AM-5:00 PM, Monday-Friday, excluding County holidays (with exceptions possible by prior approval).
- Contractors must give two days' notice prior to starting work or returning to the site after an absence.

QUESTIONS: PRE-BID MEETING

A non-mandatory pre-bid meeting was held on August 5, 2025 at DeSoto County Administration Building. The meeting minutes are included above for reference. The following questions were asked during the meeting and answered by County representatives:

- Q1. Is the Contractor required to remove the existing 12" force main or can it be abandoned in place?
- A1. FDOT requires complete removal. Capping and abandoning in place or filling the line is not permitted except under SR 31 where is it required to be abandoned by grouting in place.
- Q2. What are the installation method requirements?
- A2. Contractors may bid open cut, directional drilling, or a combination. Depths must comply with plans. Even if directional drilling is used for new installation, the existing line must be open cut and removed.
- Q3. What are the minimum and maximum depths for directional drilling?
- A3. Plans specify a 3-foot minimum cover. Maximum depth will depend on conditions; however, for constructability and to reduce frack-out potential, the County anticipates shallower depths for most of the route. Contractors are responsible for proposing and pricing their installation methods accordingly. For bidding purposes assume the maximum depth is 5-feet from the grade over the pipe to the top of pipe. For the SR 31 jack and bore, 5-feet minimum cover is required.

- **Q4.** Are four bid prices required?
- A4. Yes. The base bid is 18" HDPE (desired option). Three alternates are: 16" HDPE, 18" PVC, and 16" PVC.
- Q5. The plans call for HDPE DR18. Is this available, and if not, what will be acceptable?
- A5. The HDPE Pipe specification is hereby amended to require only DR 11 and the diameters must be DIPS.
- **Q6.** What is the engineer's estimate and project budget?
- A6. Engineer's estimate is approximately \$1.7 million. The County's budget allocation is approximately \$1.2 million.
- **Q7.** What road or driveway crossings are involved?
- A7. There is a jack and bore crossing under SR 31. The existing line will be grouted in place at this crossing. Driveway crossings must be restored with asphalt per specifications. If alternates are accepted, the CR 760 crossing will still be 18" HDPE.
- Q8. What is the contract time?
- A8. 80 calendar days for Substantial Completion; 90 calendar days for Final Completion.
- **Q9.** What are the work hour restrictions?
- A9. 8:00 AM 5:00 PM, Monday through Friday, excluding County holidays, unless otherwise approved in advance.
- Q10. Is site access restricted?
- A10. No fences are present. Laydown areas are the Contractor's responsibility and require written permission from the property owner.
- **Q11.** Will the County accept excess material?
- A11. Unless otherwise noted in an addendum, the Contractor is responsible for disposal. If the County or other projects have a need for fill, arrangements may be made separately.

QUESTIONS: SUBMITTED IN WRITING

- Q1. What are the specifications (casing size and wall thickness) for the 70 LF jack and bore?
- A1. Refer to plan sheets D-10 and D-11 and the Detail on Sheet D-14. The casing shall be 30" steel casing, bituminous coated with a wall thickness 0.375" (3/8").
- **Q2.** The Bidder's Checklist states "Payment Bond Forms" and "Performance Bond Forms" but does not mention a bid bond. Is a bid bond required, and if so, what form and amount?
- A2. A bid bond is not required for this project. Payment and Performance Bond forms are included in the bid package for reference only so that the awarded contractor will have the required forms to begin the bonding process once the contract is awarded. These forms do not need to be completed, submitted, or acknowledged with the bid.
- Q3. Per Section 15405 Horizontal Directional Drilling, does 18" DR18 HDPE need to be upsized to 20" DR11 DIPS to meet or exceed the inside diameter of 18" DR18 PVC?
- A3. The HDPE Pipe specification is hereby amended to require only DR 11 and the diameters must be DIPS. 18" DR 11 is acceptable. Upsizing to 20" is not required.
- **Q4.** Can appropriately sized C900 Fusible PVC DR18 be approved as an equal to HDPE?
- A4. This is allowable in lieu of PVC gasketed pipe.
- **Q5.** For the jack and bore crossing, if an alternate bid option (16" HDPE or PVC) is awarded, can the crossing be reduced in size to match?
- A5. No. Regardless of the awarded option, the CR 760 crossing will remain 18" HDPE.

DESOTO COUNTY SR-31 FORCE MAIN REPLACEMENT PRE-BID MEETING MINUTES ADDENDUM NO. 1

August 5, 2025, 10:00 A.M. ITB NO. 25-17-00

Addendum #1 dated this 12th day of August 2025.

Cindy Talamantez, CPPO, CPPB Purchasing Director

Proposer's Receipt of Addendum #1 by:

Signature:

Accurate Drilling Systems, Inc

Date:

August 12, 2025

DESOTO COUNTY SR-31 FORCE MAIN REPLACEMENT ADDENDUM NO. 2

- Q1. Will there be a line item on the Schedule of Values for the Jack and Bore?
- A1. If the construction method used results in the need for Jack and bore these costs should be added to the line item for pipe as this is ancillary to that portion of the job same with fittings and part used to complete the replacement. There will not be a separate schedule of values released
- Q2. Would you be willing to extend the deadline for this project?
- A2. Yes certain technical answers were released as part of the addendum #1. We will provide extra time to prepare your bids given the information was provided too close to the bid date originally given. The new due date for bids will be Monday August 25th at 2:00 PM.
- Q3. Please Clarify the Budget Amount for this project?
- **A3.** The Budget is set at \$120,000.

Addendum #2 dated this 12th day of August 2025.

andy	Talamantey					
Cindy Talar	nantez, CPPO, CPPB, Purchasing Director					
Proposer's Receipt of Addendum #2 by:						
Signature:	Am Mario Acevedo					
Signature:						
Company:	Accurate Drilling Systems, Inc					
Date: 8/1	2/2025					

DESOTO COUNTY SR-31 FORCE MAIN REPLACEMENT ADDENDUM NO. 3 ITB NO. 25-17-00

CORRECTION

This Addendum is issued to correct the response to **Question 3** in **Addendum No. 2**, released August 14, 2025.

Original (Addendum No. 2, Q3):

Q3. Please Clarify the Budget Amount for this project?

A3. The Budget is set at \$120,000.

Corrected Response:

The Budget for this project is \$1,200,000.00.

Reminder: As stated in Addendum No. 2, the bid due date has been extended to Monday, August 25, 2025, at 2:00 PM.

Cindy Talamanto,

Cindy Talamantez, CPPO, CPPB. Purchasing Director

Addendum No. 3 dated this 15th day of August 2025.

Proposer's Receipt of Addendum No. 3 by:

Mario Acevedo

Accurate Drilling Systems, Inc

8/15/2025

Date:



P.O. Box 3035 LaBelle, FL33935 P: 863.674.0803 F: 863.674.0912 adsinc.swfla@gmail.com

FEIN: 59-3456452 LICENSE# CUC1225661

"If it's underground, we are on the top"

INTRODUCTION

Accurate Drilling Systems, Inc. (ADS, Inc.) started operation in 1997, and is an Underground Utility Contractor that specialized in Horizontal Directional Drilling for the past 27 years. Accurate Drilling Systems, Inc. specializes in the installation of underground and underwater conduits for electric, fiber optic, gas, sewer, water, etc.

ADS, Inc. ha worked across the state of Florida with contractors that include the following but not limited to; Pike Eclectic, Duke Energy, Hypower, Danella Utility construction, Inc., Cabana Construction, Mastec, Andrew Sitework, Summit Broadband, Metro Equipment, etc.

EQUIPMENT

Accurate Drilling Systems, Inc. is equipped with Rigs from 7,000 to 4400,000 lbs. Pull back that include but are not limited to: 660 American Auger, 440T American Auger, 220 American Auger, 300x240 Vermeer, 100x120 Vermeer, 100x140 Vermeer, 60x90 Vermeer, etc. Accurate Drilling Systems, Inc.'s inventory consists of various sizes of excavators, mud pump machines, backhoes, 7 vacuum trucks, light towers, 2 Mud Tech 10,000 gallons' Mud Reclaimer, etc.

EXECUTIVE BOARD

Accurate Drilling Systems, Inc. executive board consists of: Mario Acevedo, CEO & President This member holds 100% of ownership to Accurate Drilling Systems, Inc.

MISSION STATEMENT

Guided by Accurate Drilling Systems, Inc. accomplished CEO & President, Mario Acevedo has engaged his 50+ employees to become not only a specialized team, but visionary professional leaders that use their knowledge and good worth ethic to meet if not excel in completing diverse projects. Our client's satisfaction is what we strive to accomplish no matter the size of the project.



P.O. Box 3035 LaBelle, FL33935 P: 863.674.0803 F: 863.674.0912 adsinc.swfla@gmail.com

FEIN: 59-3456542 LICENSE# CUC1225661

QUALIFICATIONS

Accurate Drilling Systems, Inc. is guided by an established Safety policy and Training program based on the sincere desire to prevent personal injury or illness, damage to equipment or property, and to protect the general public may be unaffected by the company's work.

ADS, Inc.'s employees have the following certifications and training but not limited to: OSHA-10 certified, Intermediate Maintenance of Traffic (MOT), ITE Training with Sunshine State One Call Florida (Exactix), HDPE Pipe Fusion Training, First-Aid & CPR, Job Safety Training, etc.

CIVILITY, EQUAL EMPLOYMENT OPPORTUNITY, DRUG FREE WORKPLACE &

NON-HARASSMENT POLICY

Accurate Drilling Systems, Inc. is committed to a civil and respectful work environment. Our company values all persons, and is committed to the principle that we should treat one another and those who come into contract with our business with honor, dignity and respect. We highly value professional relationships, and we are committed to maintaining a work environment that is cordial, positive and professionals.

Accurate Drilling Systems, Inc. is an equal opportunity employer, and we make employment decisions on a non-discriminatory basis. It has been and shall continue to be our policy that we do not discriminate in employment decisions based upon sex, race, color, religion, national origin, ancestry, citizenship, pregnancy, age, physical or mental disability, service in the uniform services, genetic information, sexual orientation, and/or any other protected status, classification or factor, in accordance with the requirements of all federal, state and local laws.

This policy applies to all aspects of the employment process including, but not limited to, hiring, assignment, promotion, evaluation, compensation decisions and separation decisions. Accurate Drilling Systems, Inc. is a drug free work place. It is expected that all individuals will avoid any behavior, action, decision and / or conduct that is inconsistent with this.

References

Accurate Drilling Systems, Inc. strives to exceed our client's satisfaction no matter the project size. Over the years we have several completed projects and enclosed are some of our references, qualifications, certifications, etc.



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDIGSTRY LICENSING BOARD

THE UNDERGROUND UTILITY SEXCANATIONS OF HEREIN IS CERTIFIED UNDER THE



49-N-INIDUSTRIAL LOOP BLDGE LABELLE FL. 33935

LICENSE NUMBER CUCLA25661

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/31/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document





This Certifies that waxed according to the control of the control

Approved Temporary Traffic Control (TTC) Intermediate Course. Has Completed a Florida Department of Transportation

Date Expires: 02/18/2026 Instructor: Michael Hemandez

Certificate #82051

FDOT Provider #249

ny/T15 online Phane: 407-901-0205 82 Geneva Or. Ste., 621594 Oviedo, FL 32762 support@mylteonline.com

State of Florida Department of State

I certify from the records of this office that ACCURATE DRILLING SYSTEMS, INC. is a corporation organized under the laws of the State of Florida, filed on April 15, 1997.

The document number of this corporation is P97000034214.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on April 13, 2023, 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 Thirteenth day of April, 2023



Secretary of State

Tracking Number: 1168537038CC

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

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



ACCURATE DRILLING SYSTEMS, INC.

Unique Entity ID

CAGE / NCAGE

Purpose of Registration

N2HUJK3H81B7

0Q5P8

All Awards

Registration Status **Active Registration** **Expiration Date** Dec 18, 2025

Physical Address 49 N Industrial Loop Mailing Address P.O. Box 3035

Bldg B

Labelle, Florida 33975

Labelle, Florida 33935-6507 **United States**

United States

Business Information

Doing Business as

Division Name

Division Number

ACCURATE DRILLING SYSTEMS INC

Accurate Drilling Systems, Inc.

(blank)

Congressional District

State / Country of Incorporation

URL

Florida 18

Florida / United States

(blank)

Registration Dates

Activation Date

Submission Date

Initial Registration Date Dec 18, 2024

Dec 18, 2024 Dec 20, 2024

Entity Dates

Entity Start Date

Fiscal Year End Close Date

Apr 15, 1997

Dec 31

Immediate Owner

CAGE

Legal Business Name

(blank) (blank)

Highest Level Owner

CAGE

Legal Business Name

(blank)

(blank)

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types Entity Structure

Enlity Type

Organization Factors

Corporate Entity (Not Tax Exempt)

Business or Organization

(blank)

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial information	
Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 0Q5P8

Points of Contact

Electronic Business

2

Mario Acevedo Labelle, Florida 33975

United States

P.O. Box 3035

Mario Acevedo P.O. Box 3035

Labelle, Florida 33975 United States

Government Business

P.O. Box 3035

Larrry Roof Labelle, Florida 33975

United States

Mario Acevedo P.O. Box 3035

Labelle, Florida 33975 United States

Past Performance

P.O. Box 3035

Mario Acevedo Labelle, Florida 33975

United States

Mario Acevedo P.O. Box 3035

Labelle, Florida 33975 United States

Service Classifications

NAICS Codes

Primary NAICS Codes

NAICS Title

Yes 237110

Water And Sewer Line And Related Structures Construction

Disaster Response

This entity does not appear in the disaster response registry.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/27/2025

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 right	s to the certificate holder in fieu of s	ich endorsement(s).	
PRODUCER		CONTACT Nancy Kleis	
Brown & Brown Insurance Services, Inc.		PHONE (239) 274-1424	FAX (A/C, No): (239) 261-8265
9617 Gulf Research Ln		E-MAIL ADDRESS: Nancy.Klels@bbrown	n.com
Suite 202		INSURER(S) AF	FORDING COVERAGE NAIC #
Ft. Myers	FL 33912	INSURER A: The Charter Oak Fir	re Insurance Company 25615
INSURED		INSURER B: Farmington Casualt	y Company 41483
Accurate Drilling Systems, I	nc		Casualty Company of America 25674
49 N Industrial Loop		INSURER D : Bridgefield Casualty	Insurance Company 10335
		INSURER E :	
Labelle	FL 33975	INSURER F:	
COVERAGES	CERTIFICATE NUMBER: 25-26 ALL	LINES INCL	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES	OF INSURANCE LISTED BELOW HAVE B	EN ISSUED TO THE INSURED NAME	D 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. POLICY EXP (MM/DD/YYYY) ADDLISUBR POLICY EFF (MM/DD/YYYY) LIMITS TYPE OF INSURANCE **POLICY NUMBER** INSD WVD 1,000,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 300,000 CLAIMS-MADE X OCCUR 10,000 MED EXP (Any one person) 1,000,000 DTCOB2747665COF25 05/27/2025 05/27/2026 Α PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 POLICY PRO-\$ PRODUCTS - COMPIOP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 AUTOMOBILE LIABILITY BODILY INJURY (Per person) \$ ANY AUTO OWNED AUTOS ONLY HIRED SCHEDULED AUTOS NON-OWNED AUTOS ONLY 05/27/2025 05/27/2026 BODILY INJURY (Per accident) \$ 810B43179492526G В PROPERTY DAMAGE \$ AUTOS ONLY 5,000,000 UMBRELLA LIAB EACH OCCURRENCE OCCUR 05/27/2026 5,000,000 CUPB27480112526 05/27/2025 С EXCESS LIAB AGGREGATE CLAIMS-MADE DED | RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ➤ PER STATUTE 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT 0196-63805 05/27/2025 05/27/2026 N N/A D 1,000,000 E.L. DISEASE - EA EMPLOYEE (Mandatory in NH) 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E,L, DISEASE - POLICY LIMIT EACH OCCURRENCE \$1,000,000 POLLUTION LIABILITY AGGREGATE \$2,000,000 ENP0313523-01 05/27/2025 05/27/2026 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"NAMING THEM AS ADDITIONAL INSURED.

RFB2025-3636: Beau Rivage Water & Force Main Extensions"

CERTIFICATE HOLDER	CANCELLATION
	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
	Syl

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My Company Profile

Company Information

Company Name

Accurate Drilling Systems, Inc.

Company ID

1650944

Employer ID Number

593456452

DUNS Number

NAICS Code

237

Subsector

Heavy and Civil Engineering Construction

Edit Company Information

Doing Business As (DBA)

Enrollment Date

Mar 05, 2021

Unique Entity Identifier (UEI)

Total Number of Employees

20 to 99

Sector

Construction

Employer Category

Employer Category

None of these categories apply

Edit Employer Category



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List

Next On List

Return to List

Accurate Drilling Systems
Search

Evenis

Name History

Detail by Entity Name

Florida Profit Corporation

ACCURATE DRILLING SYSTEMS, INC.

Filing Information

Document Number

P97000034214

FEI/EIN Number

59-3456452

Date Filed

04/15/1997

State

FL

Status

ACTIVE

Last Eyent

NAME CHANGE AMENDMENT

Event Date Filed

12/24/2003

Event Effective Date

NONE

Principal Address

49 N INDUSTRIAL LOOP

BUILDING B

LABELLE, FL 33935

Changed: 03/22/2017

Mailing Address

P O BOX 3035

LABELLE, FL 33975

Changed: 02/08/2013

Registered Agent Name & Address

ACEVEDO, MARIO 465 CASE RD. LABELLE, FL 33935

Name Changed: 03/27/2008

Address Changed: 03/27/2008

Officer/Director Detail

Name & Address

Title President

ACEVEDO, MARIO P.O. BOX 3035 LABELLE, FL 33975

Title CFO

ACEVEDO, FATIMA P O BOX 3035 LABELLE, FL 33975

Title VP

ACEVEDO, MARIO E P.O.BOX 3035 LABELLE, FL 33975

Annual Reports

Report Year	Filed Date
2021	03/24/2021
2021	04/21/2021
2022	04/15/2022

Form (Rev. March 2024) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Give form to the requester. Do not send to the IRS.

Before	you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.		.,							
	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's nentity's name on line 2.)	ame	on line	1, and	i enter the	e bus	iness	/disr	egarde	d
	Accurate Drilling Systems, Inc									
	2 Business name/disregarded entity name, if different from above.	•			······································					
Print or type. Specific Instructions on page 3.	 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line only one of the following seven boxes. Individual/sole proprietor	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)								
Pr Specific	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classific and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, this box if you have any foreign partners, owners, or beneficiaries. See instructions	cation chec	 k · □	(A	pplies to a outside t					
See	5 Address (number, street, and apt. or suite no.). See instructions. P.O. Box 3035	ster's	name	and ac	ldress (op	tiona	il)	***************************************		_
	6 City, state, and ZIP code LaBelle, FL 33975									
	7 List account number(s) here (optional)									
100000000000										
Par		T								
backu	our TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid on withholding. For individuals, this is generally your social security number (SSN). However, for a selection to the proprietor, or disregarded entity, see the instructions for Part I, later. For other	50	cial se	curity _	number	T_				\exists
entities	, it is your employer identification number (EIN). If you do not have a number, see How to get a	or		_]				_
TIN, la			ployer	ident	ification i	numi	er			
Note: Numbe	f the account is in more than one name, see the instructions for line 1. See also What Name and ir To Give the Requester for guidelines on whose number to enter.	5	9 .	- 3	4 5	6	4	5	2	
Part	II Certification	.l			<u>.ll.,</u>	J	1			
Under	penalties of perjury, I certify that:		·			····				
2. I am Sen	number shown on this form is my correct taxpayer identification number (or I am waiting for a numb not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have r ice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or divide inger subject to backup withholding; and	not b	een no	atified	hv the I	nten	nai R ed m	ever	nue at I ar	n
3. I am	a U.S. citizen or other U.S. person (defined below); and									
	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is cor									
becaus acquisi other th	ation instructions. You must cross out item 2 above if you have been notified by the IRS that you are one by the IRS that you are one is a failed to report all interest and dividends on your tax return. For real estate transactions, item items or abandonment of secured property, cancellation of debt, contributions to an individual retirement an interest and dividends, you are not required to sign the certification, but you must provide your corrections.	n 2 de arran	des no	t appi	y, For m	ortga	ge ir	ntere	st pai	d,
Sign Here	Signature of U.S. person Date	12			120					_
Gen	eral Instructions New line 3b has been add required to complete this lin	led to	o this i	form.	A flow-tl	hrou	ah ei	ntity ndire	is ect	_

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EXHIBIT D PERFORMANCE BOND

This document is incorporated by reference into the Agreement and is on file with the DeSoto County Purchasing Department. It is available for review upon request.

EXHIBIT E PUBLIC PAYMENT BOND

This document is incorporated by reference into the Agreement and is on file with the DeSoto County Purchasing Department. It is available for review upon request.

EXHIBIT F INSURANCE REQUIREMENTS CERTIFICATES OF INSURANCE

- (1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- (3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.
- (4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:
 - (A) The name and type of policy and coverages provided;
 - (B) The amount or limit applicable to each coverage provided;
 - (C) The date of expiration of coverage;
 - (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
 - (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the

Contractor to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

- (6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.
- (7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.
- (8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKER'S COMPENSATION

State: Statutory

Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

EXHIBIT G RELEASE AND AFFIDAVIT

COU	NIY OF			_			
STAT	E OF FLO	RIDA					
	Before	me,	the	undersigned	authority,	personally	appeared
who a	after being	duly sw	orn, de	poses and says:			,
releas assig tort, Comr Agree	ses and wins, all clain against Indicates in the missioners, amount between the missioners and missioners.	paid vaives forms demo DeSoto , employ veen Co	d, or itself ands, d County ees and ntractor	and its subcor amages, costs /, Florida (the d agents relating and the COUN	ntractors, mate and expenses "COUNTY") ag in any way TY, dated	erialmen, succ , whether in co , its Board to the perform	Contractor") cessors and ontract or in of County nance of the
and o	essors and other expen	assigns ses for v	s, that a	es for itself Il charges for la e COUNTY migl It be filed, have	bor, materials nt be sued or fo	, supplies, lan or which a lien c	ds, licenses
action	pard of Couns, claims o	unty Cor of liens o	nmissio r other o	to indemnify, d ners, employee charges filed or a or of the Work c	s and agents asserted again	from all demar st the COUNT`	nds or suits, Y arising out
[mon				d Affidavit is ayment No	-	nection with	Contractor's
CON.	TRACTOR	:					
 Ву: _					(signature o	f the executive	officer)
Its: _					(title of the	executive offic	er)
Date:							

Witnesses		
[Corporate Seal]		
STATE OF	_	
COUNTY OF		
, 20	nt was acknowledged before me this 025, byof	, as
	prporation, on behalf of the corporation. He/she is p	
known to me or has pr	roduced	as
identification and did (did n	ot) take an oath.	
My Commission Expires:		
	(Signature of Notary)	
Name:		
(Legibly Printed)		
(AFFIX OFFICIAL SEAL)	Notary Public, State of	
	Commission No.:	

EXHIBIT H CHANGE ORDER FORM

CHANGE ORDER NO DE	SOTO CC	OUNTY PROJECT NO
TO:	 	
DATE:		
PROJECT NAME: DeSoto County Project No.		
Under our AGREEMENT dated		.
**********	******	******
with terms and conditions of the Ag	greement:	ake the following change(s) in accordance
FOR THE ADDITIVE or DEDUCTI	VE Sum of	:).
Original Agreement Amount		\$
Sum of Previous Changes	\$	
This Change Order ADD/DEDUCT	•	\$
Present Agreement Amount		\$
to this Change Order. Accordingly calendar days and the final complethis Change Order shall constitute performed subject to all the same indicated above, as fully as if the sadjustment, if any, to the Agreeme	r, the Contretion date is a modificaterms and came were ent shall con	ecreased) by calendar days due act Time is now () s Your acceptance of tion to our Agreement and will be conditions as contained in our Agreement repeated in this acceptance. The estitute a full and final settlement of any change set forth herein, including claims for
Accepted:	, 20	

DESOTO COUNTY, FLORIDA	CONTRACTOR
By:	By: President
DESIGN PROFESSIONAL: By:	Consulting Engineer

Exhibit I ANTI-HUMAN TRAFFICKING AFFIDAVIT

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with DeSoto County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

Mario Acevedo	(insert name) as	Vice President
(insert title) on behalf of _Accurate Dri	lling Systems, Inc	(insert entity name)
under penalty of perjury hereby attest		
1. I am over 21 years of age and I	nave personal kno	wledge of the matters set forth in
this affidavit.		
2. Accurate Drilling Systems, Inc	,	sert entity name) does not use
coercion for labor or services as defin		
3. More particularly, Accurate Drillin		(insert entity name)
does not participate in any of the follo	9	
a. Using or threatening to ເ		
		eatening to restrain, isolate or
confine any person without lawful auth		
		establish a debt by any person
when labor or services are pledged a		
services as reasonably assessed is n		
length and nature of the labor or servi		
		ating, withholding, or possessing
any actual or purported passport, visa		
or purported government identification		
e. Causing or threatening t		
f. Enticing or luring any pe		
		ed in Schedule I or Schedule II of
s. 893.03, Florida Statutes to any pers	son for the purpos	e of exploitation of that person.
FURTHER AFFIANT SAYETH NAUG	:HT	
TORTILINAL TANT SATETITIVAGE	an	
	Printed Name:	Mario Acevedo
	Title: Vice Pres	ident
		ntal entity: Accurate Drilling Systems, Inc
	Date: August 18	, 2025
STATE OF <u>Florida</u>		
COUNTY OF Hendry		
SWORN TO AND SUBSCRIBED before	ore me X in per	son or remote notarization
by Mario Acevedo	as Vice Presi	dent on behalf of
Accurate Drilling Systems, Inc , who	is personally ki	nown to me or who produced
Personally Known	_ as identificat	ion this <u>18th</u> day of
August , 202 <u>5</u> .		Mr Mi
	John E School	enle
(Notary Seal)	Notary Public	19
JOHN E. SCHOENLE		
Notary Public State of Florida	[48]	
Comm# HH379860	[10]	

Expires 3/28/2027

Exhibit J FOREIGN COUNTRY OF CONCERN AFFIDAVIT

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with DeSoto County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 287.138, Florida Statutes, for all entities that may have access to individuals' personal identifying information.

Mario Acevedo (insert	name) asVice President
(insert title) on behalf of <u>Accurate Drilling Syst</u> under penalty of perjury hereby attest as follo	tems Inc (insert entity name)
I am over 21 years of age and leforth in this affidavit.	nave personal knowledge of the matters set
2. I certify that Accurate Drilling S name) ("Vendor"):	Systems, Inc (insert entity
a. Is not owned by the gove	ernment of a foreign country of concern;
b. A government of a fore controlling interest in Vendor; and	eign country of concern does not have a
c. Is not organized under business in a foreign country of concern.	the laws of nor have its principal place of
3. For purposes of this Affidavit, "Foreig Republic of China, the Russian Federation, the People's Republic of Korea, the Republic of Maduro, or the Syrian Arab Republic, inclusing inficant control of such foreign country of the Syrian Arab Republic, inclusing inficant control of such foreign country of the Syrian Arab Republic, inclusing infinitely and the Syrian Arab Republic, including the Syrian Arab Republic, including the Syrian Arab Republic, including the Syrian Arab Republic and Syr	f Cuba, the Venezuelan regime of Nicolás ding any agency of or any other entity of
FURTHER AFFIANT SAYETH NAUGHT.	200
D:	Mario Acevedo
	ted Name: Mario Acevedo
	: Vice President Accurate Drilling Systems,Inc
	governmental entity:
Date	e:
STATE OF Floridia	
COUNTY OF Hendry	
Accurate Drilling Systems, Inc	in person or remote notarization ce President on behalf of, who is personally known to me
or who produced Personally Known	as identification this 18th
day of August , 2025 .	John E Schoenle
(Notary Public	
(Notary Seal) JOHN E. SCHOENLE	
Notary Public State of Florida [49])]

Comm# HH379860 Expires 3/28/2027