

# CONTRACT FOR PROFESSIONAL AND TECHNICAL CONTRACTOR SERVICES

Bid No: 26-06-00ITB  
FP No. 442022-1-58-01  
FDOT Contract No. G3705

**THIS CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, between **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political subdivision of the State of Florida hereinafter referred to as (“COUNTY”), whose address is 201 East Oak Street, Arcadia, Florida 34266, and **BLACKTIP SERVICES, INCORPORATED**, a Corporation, authorized to do business in the State of Florida, hereinafter referred to as (“CONTRACTOR”), whose address is 52 Riley Road 422, Celebration, Florida 34747.

**WHEREAS**, the COUNTY desires to retain a CONTRACTOR for the Federally Funded Local Agency Program Sidewalk Construction Services for C.R. 760A. All specific duties are listed within the Scope of Work hereto attached by reference; and

**WHEREAS**, CONTRACTOR desires to render services described as the Federally Funded Local Agency Program Sidewalk Construction Services for C.R. 760A in accordance within the Scope of Work, and has the qualifications, experience, staff and resources to perform those services; and

**WHEREAS**, the COUNTY, through a competitive selection process conducted in accordance with the requirements Florida law and County policy, has determined that it would be in the best interest of the COUNTY to award a Contract to the CONTRACTOR for the rendering of those services described in the Scope of Work; and.

**WHEREAS**, the Project is federally and state funded by the US Department of Transportation and allocated through the Florida Department of Transportation and requires that certain conditions are followed to comply with their requirements. Therefore, FDOT Division 1 Specifications are set forth by the FDOT. CONTRACTOR must be in full compliance of all conditions listed therein; and

**WHEREAS**, the Florida Department of Transportation has adopted and adheres to program plans which recognize Disadvantaged Business Enterprises Program Plan for Local Agencies and provisions for Equal Opportunity Employment. The plans are identified in the FDOT Division 1 Specifications.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements

hereinafter contained, the parties hereto agree as follows:

**SECTION 1. INCORPORATION BY REFERENCE AND ENTIRE CONTRACT.**

A. The foregoing “Whereas” clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The documents which comprise this Contract between the COUNTY and CONTRACTOR are attached hereto and made a part and consist of the following:

1. This Contract:
2. DeSoto County General Conditions attached hereto as Exhibit “A”;
3. Bidder’s FDOT and County Forms attached hereto as Exhibit “B”;
4. FHWA-1273 attached hereto as Exhibit “C”;
5. C.R. 760A FP# 442022-1-58-01 FDOT Division 1 Specification Package and Plan Set attached hereto by reference.

B. This Contract represents the entire and integrated agreement between the COUNTY and CONTRACTOR and supersedes all prior negotiations, representations or contracts, either written or oral.

C. This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument and in accordance with County Policies.

**SECTION 2. EMPLOYMENT OF CONTRACTOR.**

A. The COUNTY hereby agrees to engage CONTRACTOR to perform the services as set forth in the Scope of Work, and CONTRACTOR hereby agrees to perform the described services diligently and in a timely and professional manner.

B. All representations, certifications, statements contained in CONTRACTOR’S bid submittal are true and accurate and are incorporated by reference herein.

**SECTION 3. THE COUNTY’S RESPONSIBILITY.**

Unless otherwise provided in the Scope of Work, the COUNTY’S responsibilities are as follows:

A. To provide, at the request of, CONTRACTOR, existing data, plans, reports, and other information in the COUNTY’S possession or under the COUNTY’S control which are necessary for the execution of the duties of the CONTRACTOR in the Scope

of Work; and to provide full information regarding requirements of the Scope of Work, including objectives, budget constraints, criteria and other requirements that exist at the time of signing of this Contract or which may develop during the execution of this Contract.

B. To give prompt written notice to CONTRACTOR if the COUNTY observes or otherwise becomes aware of any fault or defect in the Scope of Work or non-conformance with the Contract requirements as stated herein.

C. To furnish required information, services, render approvals, and decisions as expeditiously as necessary for the orderly progress of CONTRACTOR'S services.

D. The COUNTY hereby designates the Construction Engineer Inspector (CEI), to act on the COUNTY'S behalf with respect to the Scope of Work. The CEI shall have authority to transmit instructions, receive information, interpret and define COUNTY policies and decisions with respect to materials, elements and systems pertinent to CONTRACTOR'S services.

#### **SECTION 4. TIME OF PERFORMANCE.**

Work must begin no later than 10 days after the issuance of the Notice to Proceed, unless otherwise provided. The awarded Contractor will have **NINETY (90) calendar days** for Project completion.

The CONTRACTOR shall make no claims for additional compensation or damages due to suspensions, delays or hindrances. CONTRACTOR may only be compensated for the extension of time as the COUNTY AND F.D.O.T. may decide. However, such extension shall not operate as a waiver of any other rights of the COUNTY.

#### **SECTION 5. COMPENSATION.**

Compensation for the Scope of Work performed by CONTRACTOR shall be payable as follows:

A. The COUNTY shall pay an amount not to exceed **TWO HUNDRED SEVENTY THREE THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS AND FIFTY CENTS (\$273,985.50)**. The CONTRACTOR may submit invoices on a monthly basis for work substantially completed by the 25th of each month.

B. CONTRACTOR shall prepare and submit to the DeSoto County Finance Department, invoices for the services rendered under this Contract. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be

accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The COUNTY reserves the right to withhold payment to CONTRACTOR for failure to perform the work in accordance with the provisions of this Contract and the COUNTY shall promptly notify CONTRACTOR if any invoice or report is found to be unacceptable and will specify the reasons therefore.

C. Compliance with requirements for the release of, or receipt of payment for, any Lien or Notice to Owner relating to this project. Specific procedures are outlined in the General Conditions, Section 34, and are attached hereto as Exhibit "B-1".

D. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

## **SECTION 6. DOCUMENTS.**

In the event of a conflict between the terms of the Exhibits and this Contract, this Contract shall prevail except for such conflicts that are direct requirements of the Federal or State Grant Agreements.

## **SECTION 7. GENERAL CONSIDERATIONS.**

A. Subcontractors. If CONTRACTOR subcontracts any of the work required under this Contract, CONTRACTOR agrees to include in the subcontract that the Subcontractor is bound by the terms and conditions of this Contract with the COUNTY. Such terms and conditions include, but are not limited to, those as required by the US Department of Transportation and the Florida Department of Transportation. CONTRACTOR further agrees to include in the subcontracts, that the Subcontractor shall hold the COUNTY and CONTRACTOR harmless against all claims of whatever nature by Subcontractor's performance of Work under this Contract.

B. Public Records. CONTRACTOR shall allow public access to all documents, reports, papers, letters or other materials, subject to the provision of Chapter 119, Florida Statutes, prepared or received by CONTRACTOR in conjunction with this Contract. It is expressly understood that upon receipt of substantial evidence of CONTRACTOR'S refusal to comply with this provision, the COUNTY will have the right to terminate this

Contract for breach.

C. Equal Employment and Non-Discrimination. In connection with the Work to be performed under this Contract, CONTRACTOR agrees to comply with the applicable provisions of the Disadvantaged Business Enterprises Program Plan for Local Agencies attached hereto as Exhibit "C"; and Equal Opportunity Employment "Executive Order 11246" hereto attached as "Exhibit D".

D. Contract Assurance. The CONTRACTOR or Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded through the Florida Department of Transportation. Failure of the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the COUNTY deems appropriate.

E. Licenses and Certifications The CONTRACTOR shall be properly certified and licensed; financially solvent; experienced in and competent to perform the required work.

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

1. All persons employed by the VENDOR/CONTRACTOR during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the VENDOR/CONTRACTOR to perform work pursuant to the Contract with the Agency.

## **SECTION 8. PROHIBITION AGAINST CONTINGENCY FEES.**

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Contract and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability, and at its discretion, to deduct from the contract price, or otherwise

recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 9. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT.**

CONTRACTOR certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. CONTRACTOR represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.113, Florida Statutes.

**SECTION 10. INSURANCE.**

A. The CONTRACTOR shall provide and maintain such Commercial (Occurrence Form) or Comprehensive General Liability, Professional Liability, Workers Compensation and other insurance as is appropriate for the services being performed hereunder by CONTRACTOR, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:

1. **WORKERS' COMPENSATION:**

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

2. **COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:**

CONTRACTOR shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$200,000. Products and completed operations aggregate shall be \$200,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x. c, u)

exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

3. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:**

CONTRACTOR shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide Contractual Liability Coverage.

4. **EVIDENCE OF INSURANCE:**

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$200,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the County as a named, additional insured, as well as furnishing the County with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Contract. Said insurance coverage(s) procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the County, and that any other insurance, or self-insurance available to the County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The

policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the County before the commencement of any work activities.

B. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract endorsing the County and the Florida Department of Transportation. All the policies of insurance so required of CONTRACTOR, except workers compensation insurance, shall be endorsed to include as additional insured; the COUNTY, its officers, employees and agents.

### **SECTION 11. TERMINATION FOR DEFAULT**

The COUNTY shall be the sole judge of nonperformance, which shall include any failure on the part of the CONTRACTOR to accept the award, to furnish required documents, and/or to fulfill any portion of this Contract within the time stipulated. Upon default by the CONTRACTOR to meet any term of this Contract or related Exhibit, the COUNTY will notify the CONTRACTOR to advise the COUNTY of its plan for corrective action to remedy the default within three (3) days (weekends and holidays excluded). The corrective action plan must be accepted by the Engineer. Failure on the CONTRACTOR'S part to correct the default within the approved time period shall result in the Contract being terminated and the COUNTY notifying in writing the CONTRACTOR of the effective date of the termination. The following shall constitute an act of default:

- Failure to perform the Work required under the Contract and/or within the time required or failing to use the sub-consultants, entities, and personnel as identified and set forth, and to the degree specified in the Contract.
- Failure to begin the Work under this Contract within the time specified.
- Failure to perform the Work with sufficient workers to ensure timely completion.
- Neglecting or refusing to correct Work where prior Work has been rejected as nonconforming with the terms of the Contract.
- Becoming insolvent or being declared bankrupt by a US Bankruptcy Court.
- Failure to comply with any of the terms of the Contract.
- Failure to pay sub-consultants or others pursuant to Work done under this Contract.

In the event of default, the CONTRACTOR shall pay any damages sustained by

the COUNTY including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the COUNTY after costs are claimed and allowed. All documents prepared by the CONTRACTOR in connection with this Contract will be the property of the COUNTY.

The Engineer shall authorize payment to the CONTRACTOR, the costs and expenses for Work performed by the CONTRACTOR prior to receipt of the Notice of Termination; however, the COUNTY may withhold from amounts due the CONTRACTOR such sums as the Administrative Services Director deems to be necessary to protect the COUNTY against loss caused by the CONTRACTOR because of the default.

### **SECTION 12: TERMINATION FOR CONVENIENCE**

The COUNTY reserves the right to cancel this Contract by written notice to the CONTRACTOR effective the date specified in the notice, for any of the following reasons:

- The COUNTY has determined that such cancellation will be in the best interest of the COUNTY.
- Funds are not available to cover the cost of the services. The COUNTY's obligation is contingent upon the availability of appropriate funds.

The Purchasing Director shall give written notice of the termination to the CONTRACTOR specifying the reason for the Contract termination and when termination becomes effective.

The CONTRACTOR shall incur no further obligations in connection with the terminated Work and on the date set in the notice of termination the CONTRACTOR will stop Work to the extent specified.

The COUNTY shall pay the CONTRACTOR under following conditions:

- All costs and expenses incurred by the CONTRACTOR for work accepted by the COUNTY prior to the CONTRACTOR'S receipt of the Notice of Termination.

Anticipatory profit for work and services not performed by the CONTRACTOR shall not be allowed.

### **SECTION 13: DISPUTES**

All controversies between the COUNTY and the CONTRACTOR which arise under, or are by virtue of, this Contract and which are not resolved by mutual agreement,

shall be decided by the County Administrator in writing, within 30 days after a written request by the CONTRACTOR for a final decision concerning the controversy.

The COUNTY shall immediately furnish a copy of the decision to the CONTRACTOR by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless the CONTRACTOR brings an action seeking judicial review of the decision. The CONTRACTOR shall comply with any decision of the County Administrator and proceed diligently with performance of this Contract until final resolution by a Court of Law, if a judicial remedy is pursued.

#### **SECTION 14. CONTROLLING LAW.**

This Contract is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Contract shall be in DeSoto County, Florida.

#### **SECTION 15. SUCCESSORS AND ASSIGNS.**

The COUNTY and CONTRACTOR respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives with respect to all covenants of this Contract. Neither the COUNTY nor CONTRACTOR shall assign or transfer any interest in this Contract without the written consent of the other.

#### **SECTION 16. INDEMNIFICATION OF THE COUNTY.**

CONTRACTOR shall defend, indemnify and hold harmless the COUNTY and all of COUNTY'S officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Contract. CONTRACTOR recognizes the broad nature of this Indemnification and Hold Harmless clause, as well as the provision of a legal defense to the COUNTY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the COUNTY in support of these indemnifications, legal defense and hold harmless

contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract. Compliance with any insurance requirements required elsewhere within this Contract shall not relive CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the COUNTY as set forth in this article of the Contract.

Nothing herein shall be construed to extend the COUNTY'S liability beyond that provided in Section 768.28, Florida Statutes.

**SECTION 17. INDEPENDENT CONTRACTOR.**

Neither the COUNTY nor any of its employees shall have any control over the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR expressly warrants not to represent at any time or in any manner that CONTRACTOR or any of its agents, servants or employees are agents, servants or employees of the COUNTY. It is understood and agreed that CONTRACTOR is, and shall at all times remain as to the COUNTY, a wholly independent Contractor and the CONTRACTOR'S obligations to the COUNTY are solely as prescribed by this Contract.

**SECTION 18. NOTICES.**

Any notices to be given under this Contract shall be given by the United States mail, addressed to CONTRACTOR at its address stated herein, and to the COUNTY at its address stated herein.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the \_\_\_\_\_ of \_\_\_\_\_, 2026.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mandy J. Hines  
County Administrator

By: \_\_\_\_\_  
Steve Hickox  
Chairman

BOCC Approved: \_\_\_\_\_

Approved as to form and  
Legal sufficiency:

\_\_\_\_\_  
Valerie Vicente  
County Attorney

Date: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

**BLACKTIP SERVICES, INCORPORATED**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## DESOTO COUNTY GENERAL CONDITIONS

1. **Access to Records/Audits:** The County or any of their duly authorized representatives shall have access to any books, documents, papers or any other records prepared by the Contractor that are directly pertinent to the work produced under this Contract for making audit, examination, excerpts and transcription. Such records will be maintained for five (5) years after the completion of the Work and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period. The County retains a firm, which annually audits records including grants. Should records be required within that period, Contractor will be notified in writing.

The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes, "(5) It is the duty of every state officer, employee, agency, special district, board, commissions contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to this section."

2. **Acknowledgement of Amendments:** Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the Bid Form, or by letter. The acknowledgment must be received by the place specified for receipt of bids.

3. **Alternate Bids:** Bidders offering service delivery methods other than those permitted by the Scope of Work MAY SUBMIT A SEPARATE ENVELOPE CLEARLY MARKED "Alternate Bid". Alternate bids will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the Scope of Work to include the alternative method, or the alternative method may be considered for the future requirements of the County.

4. **Applicable Law:** The Contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the Courts of the State of Florida.

5. **Assignment:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the County.

6. **Bid Opening:** The bid opening shall be public on the date and at the time specified on the Bid Form. It is the bidder's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids that for any reason are not so delivered will not be returned but will be retained in the BID FILE unopened. Offers by telephone or facsimile for a sealed bid or proposal will not be accepted.

7. **Bid Security:** A good faith deposit or Bid Security shall be made payable to DeSoto County Board of County Commissioners, in the minimum amount of five (5%) of the proposal sum. Security shall be Certified Treasurer's Check or Bank Draft, Cashier's Check, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida and meeting the minimum requirements set forth by the County. The successful Bidder's Security shall be retained until he has signed the Contract and furnished the required security or Payment and Performance Bonds. The County reserves the right to retain the Bid Security of all Bidders until the lowest responsive,

EXHIBIT  
A

responsible Bidder enters into a Contract or until ninety (90) days after bid opening, whichever is sooner. If selected Bidder fails to enter into a Contract or to furnish approved Performance and Payment Bonds, his Bid Security may be forfeited as liquidated damages.

(a) Bid Bonds shall be accompanied by a Surety's Power of Attorney.

**8. Bonding and Prequalification:** Upon award, furnish to the Agency, and maintain in effect throughout the life of the Contract, an acceptable surety bond in a sum at least equal to the amount of the Contract. Execute such bond on the form furnished by the Agency. Ensure that the surety's resident agent's name, address and telephone number is clearly stated on the face of the Contract Bond.

**A Contractor desiring to bid for the performance of any construction contract located on the National Highway System (NHS) or the State highway System (SHS) in excess of \$250,000 must be certified by the Department of Transportation as qualified in accordance with Section 337.14(1), Florida Statutes and Rule 14-22, Florida Administrative Code under Classification FL141. Any bid for the performance of any construction contract in excess of \$250,000 submitted by a Contractor not certified by the Department of Transportation as qualified shall be declared "IRREGULAR" and will be REJECTED.**

**9. Buy America and Foreign Contractor and Supplier Restriction:**

**Source of Supply - Steel (Federal-Aid Contracts Only):** For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, pre-stressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a Certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such Certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$(actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

**10. Change Orders:** Without invalidating the Contract, the County may, at any time or from time to time, order additions, deletions or revisions in the Work. These will be authorized by a Change Order. Upon receipt of a Change Order the Contractor will provide the Work involved. All such work shall be executed under the applicable conditions of the Scope of Work.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an Emergency.

The value of any work covered by a Change Order or of any claim for any increase or decrease in the Contract Price shall be determined in one of the following ways:

- (a) Each Change Order shall be reviewed to ensure that the cost and pricing data submitted for evaluation of the Change Orders is based on current accurate and complete data supported by their books and records.
- (b) Where the work involved is covered by unit prices contained in the Scope of Work, by application of unit prices to the quantities of items involved.
- (c) By negotiated lump sum.
- (d) The actual cost of labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit are to be negotiated.

The County has assigned the following authority levels for Change Order dollar amounts and Contract time extensions. The County Administrator or Delegate may approve all Change Orders less than twenty-five thousand dollars (\$25,000.00). All Change Orders which exceed twenty-five thousand dollars (\$25,000.00) require approval by the Board of County Commissioners. A Contract Change Order Form is included in the forms section of the packet.

**11. Conflict of Interest:** Neither the County nor any of its contractors or their subcontractors shall enter into any Contract, subcontract or arrangement in connections with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the County or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or has acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the County, the County, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the County or the locality relating to such contract, subcontract or arrangement. The County shall insert in all Contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of the subcontracts, the following provision:

“No member, officer or employee of the County or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

The provision of this paragraph shall not be applicable to any agreement between the County and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

**12. Contract Time:** Contract time is derived by the guidelines set below and supplemented with information from other sources and should be tempered with good engineering judgment and past experience with similar work. Each workday is multiplied by a factor of 1.48 to convert them to Contract Days. The factor of 1.48 is based on 5 working days per week.

PRODUCTION RATES FOR ESTIMATING WORKING DAYS					
ACTIVITY	UNIT	LOW	AVE	HIGH	NOTES
CLEARING AND GRUBBING	LS				Maximum 5
days					
EMBANKMENT	CY	20	75	150	
SHOULDER GRADING, RESURFACING ONLY	MILE		1		
STABILIZED ROADBED	SY	500	1500	2500	Maximum 10
days					
BASE	CY	500	1500	2500	
MILLING EXISTING PAVEMENT	SY		1500		Repaving reqd
same day					
CONCRETE PAVING	TONS		500		
STRIPING	MILE		1		
REFLECTIVE PAVEMENT MARKERS	EA	200		800	
GUARDRAIL	LF	100	300	800	
CONCRETE	SY		1500		
LANDSCAPE					
SODDING	SY	500	1500	3000	Maximum 3
days					
SEEDING	SY		8000		Maximum 5
days					
TREES AND SHRUBS					
SEEDLING	EA		300		
1 GAL	EA		150		
3 GAL	EA		75		
7 GAL	EA		25		
LARGER	EA		15		
DRAINAGE					
STORM SEWERS	LF	40	250	500	Use low rate for depths >5' or when dewatering required
BOX CULVERTS	EA		1		

GENERAL TIME      15 Calendar Days may be adjusted based on the Scope of the Work.

**13. Contractor Purchased Equipment:** Contractor purchased equipment for County ownership will not be allowed in this Contract.

**14. Current Capacity Rating:** Per Florida Administrative Code 14-22, the Contractor shall certify they have the financial capacity to complete the project. The Contractor shall complete FDOT Form 525-010-46, LAP Certification of Current Capacity, Attachment C. This Form shall be submitted with the Bid Package.

**15. Davis-Bacon Act:** For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) **FL20250238**, as modified up through ten days prior to the opening of bids.

Obtain the applicable General Decision(s) (Wage Tables) through the United States Department of Labor website ([www.wdol.gov](http://www.wdol.gov)) and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project.

General Decision Number: FL20250238 01/03/2025  
 Superseded General Decision Number: FL20240238  
 State: Florida  
 Construction Type: Highway  
 County: DeSoto County in Florida

### HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>· Executive Order 14026 generally applies to the contract.</li> <li>· The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>· Executive Order 13658 generally applies to the contract.</li> <li>· The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
 0                                      01/03/2025

SUFL2022-007 06/27/2024

	Rates	Fringes
CARPENTER.....	\$ 15.61 **	0.00
CEMENT MASON/CONCRETE FINISHER.....	\$ 20.00	0.82
ELECTRICIAN.....	\$ 21.13	3.31
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.90 **	0.00
LABORER: Common or General.....	\$ 14.10 **	0.00
LABORER: Pipelayer.....	\$ 17.00 **	0.70
LABORER: Grade Checker.....	\$ 14.67 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 17.23 **	0.74
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 17.19 **	1.45
OPERATOR: Broom/Sweeper.....	\$ 14.60 **	0.00
OPERATOR: Bulldozer.....	\$ 15.91 **	0.00
OPERATOR: Crane.....	\$ 32.96	0.00
OPERATOR: Grader/Blade.....	\$ 18.46	0.00
OPERATOR: Loader.....	\$ 15.63 **	0.00
OPERATOR: Mechanic.....	\$ 16.10 **	0.68
OPERATOR: Milling Machine.....	\$ 18.31	2.22
OPERATOR: Paver (Asphalt,		

Aggregate, and Concrete).....	\$ 16.51 **	0.00
OPERATOR: Roller.....	\$ 15.38 **	0.00
OPERATOR: Screed.....	\$ 18.29	0.00
TRAFFIC CONTROL PERSON.....	\$ 15.00 **	0.64
TRUCK DRIVER: Dump Truck.....	\$ 15.89 **	3.75
TRUCK DRIVER: Lowboy Truck.....	\$ 20.99	0.95
TRUCK DRIVER: Water Truck.....	\$ 17.87	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 19.84	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

## Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey.

### Example:

PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

## Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates.

### EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

## Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

## State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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## WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION

**16. Disputes:** All controversies between the County and the Contractor which arise under, or are by virtue of, this Contract and which are not resolved by mutual agreement, shall be decided by the County Administrator in writing, within 30 days after a written request by the Contractor for a final decision concerning the controversy.

The County shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless the Contractor brings an action seeking judicial review of the decision.

The Contractor shall comply with any decision of the County Administrator and proceed diligently with performance of this Contract until final resolution by a Court of Law, if a judicial remedy is pursued.

In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the DeSoto County Board of County Commissioners shall be final and binding on both parties.

**17. Engineers Estimate:** The Estimator reviews the plans and specification to determine if there are any unusual conditions that would affect the overall cost of the project or the cost of any individual pay item. Each pay item is listed for the project, along with quantities and prices for each item. The prices are determined by past projects, today's market and quotes. There are several factors that are considered for a possible inflation in price. The following are examples of questions asked for each project:

- (a) Does the price represent the project, or is the price too low or high in relation to the quantity of this particular pay item?
- (b) Does a pay item contain costs for other work, as referenced by a plan note, causing this item to be higher than the average price?
- (c) Is the project in a remote area far enough away from material sources to cause prices to be inflated due to haul distance?
- (d) Is the project adjacent to a Contractor's home office thus causing his prices to be reduced?
- (e) Has materials increased in price, thus causing the cost of the project to be increased?
- (f) Is this specialized work that has a very low production rate, thus causing an increase in the price of an item?
- (g) Is larger than normal equipment required to drive pile or to set beams, causing the price to increase?

- (h) Is the project located in an area that will require daily Mobilization/Demobilization cost, thus causing an increase in price?
- (i) Are contractors in the vicinity of the project overloaded with work, thus increasing the cost of a project?

Once the above questions are answered and based on the determination the price may be approved.

### **18. Equal Employment Opportunity**

**Equal Employment Opportunity Policy:** Accept as the operating policy, the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their age, race, color, religion, national origin, sex or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**Equal Employment Opportunity Officer:** Designate and make known to the Department's contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active Contractor program employment opportunity and who must be assigned adequate authority and responsibility to do so.

**Dissemination of Policy:** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's Equal Employment Opportunity Policy and contractual responsibilities.

**Recruitment:** When advertising for employees, include in all advertisements for employees the notation "An Equal Opportunity Employer".

**Personnel Actions:** Establish and administer wages, working conditions, employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination without regard to age, race, color, religion, national origin, sex, or disability. Follow the following procedures:

- (1) Conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- (2) Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.
- (3) Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.
- (4) Investigate all complaints of alleged discrimination made in connection with obligations under this Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action must include such other persons. Upon completion of each investigation inform every

complainant of all of the avenues of appeal.

**Subcontracting:** Use the best efforts to ensure subcontractor compliance with their equal employment opportunity policy and FHWA 1273.

**Records and Reports:** Keep such records as are necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:

- (1) The number of minority and non-minority group members employed in each work classification on the project.
- (2) The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on Unions as a source of their work force).
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.
- (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be retained for a period of three years following completion of the Contract work and be available at reasonable times and places for inspection by authorized representatives to the Department and the Federal Highway Administration.

Upon request, submit to the Department a report of the number of minority and non-minority group employees currently engaged in each work classification required by this Contract work.

**19. Equipment Rental Rates:** For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

- (1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.
- (2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.
- (3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
- (4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for

eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.

The County will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the County will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

**20. Error in Extension:** If the unit price and the extension price are at variance, the unit price shall prevail.

**21. Evaluation of Bid Awards:** The County reserves the right to award the bid to the lowest, most responsive and responsible bidder who submits a bid meeting specifications most advantageous to the County.

**22. E-Verify:** Vendors/Contractor:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term on the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the State Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**23. Execution of Bid:** Bid must contain a manual signature of an authorized representative in the space provided.

**24. Foreign Contractor and Supplier Restriction:** The County will not limit project to domestic-owned Contractors only.

**25. Incentive/Disincentive Clauses:** Not applicable to this contract.

**26. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof, a third-party beneficiary under this Contract, or to authorize anyone not a part to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The Contractor guarantees the payment of all just claims for material, supplies, tool, or labor or other just claims against the Contractor or any subcontractor, in connection with this Contract.
- b. To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment in connection with the rights granted to or exercised by Contractor hereunder, to the extent and within the limitation of Section 768.28 Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Contractor to indemnify the

Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Contractor to be sure by third parties in any manner arising out of the Contract. This indemnification shall survive the termination of the Contract.

- c. Contractor agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to an "Entity" for the purposes of the below indemnification) who perform work in connection with this Contract:

"To the extent provided by law {ENTITY} shall indemnify, defend and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and with the limitation of Section 768.28, Florida Statutes

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond to limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Contract.

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000 each per person and #300,000 each occurrence and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Contract. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Contract, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department Certificates showing the required coverage to be in effect with endorsement showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insurance Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or a provided in accordance with Florida law.

**27. Indian Preference:** Indian Preference on Federal Aid-Projects will not be utilized on this project.

**28. Informalities and Irregularities:** The County has the right to waive minor defects or violations of a bid from exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the County to properly evaluate the bid, the County has the right to require such additional information as it may deem necessary after the time set for

receipt of bids, provided that the price, quality, quantity, delivery, or performance time of the services being procured does not change.

**29. Inspector General:** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes. "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

**30. Legal Requirements:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply: Lack of knowledge by the bidder will in no way be cause for relief from responsibility.

**31. Liability:** The Contractor shall hold and save DeSoto County, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements prior to and during the term of this Contract.

**32. Liens:** Before the final draw is payable, Contractor must furnish a sworn statement that all sums due for services, material or labor on the project have been paid in full. If the County receives any Notice to Owner on this Project, then in addition to the requirements set forth above, Contractor shall at the time of each draw furnish a partial waiver of lien from all Subcontractors, material or labor providers, and at the time of the final draw shall furnish a final waiver of lien for each such Subcontractor, material or labor provider; as a condition precedent to receiving any payment from the County. Contractor shall indemnify the County and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of Contractor under this Contract; or the negligence of the Contractor in the performance of its duties under this Contract, or any act or omission on part of the Contractor, his agents, employees, or servants.

The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Purchasing Officer, to indemnify the County against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the County all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

**33. Liquidated Damages:** For all Contracts, regardless of whether the Contract time is stipulated in calendar days or working days, the County will count default days in calendar days. If the Contractor or, in case of his default, the Surety, fails to complete the work within the time stipulated in the Contract, or within such extra time that the County may have granted the Contractor or, in case of his default, the Surety shall pay to the County, not as a penalty, but as liquidated damages, the following amounts according to Contractor's Bid amount:

\$50,000.00 - \$100.00 per calendar day.

\$50,000.00 to \$500,000.00 - \$250.00 per calendar day.

\$500,000.00 to 1 Million - \$500.00 per calendar day.

Over 1 Million - \$1,000.00 per calendar day.

The County has the right to apply, as payment on such liquidated damages, any money the County owes the Contractor.

The County does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration

of the Contract Time including granted time extension.

In case of default of the Contract and completion of the work by the County, the Contractor and his Surety are liable for the liquidated damages under the Contract, but the County will not charge liquidated damages for any delay in the final completion of the County's performance of the work due to any unreasonable action or delay on the part of the County.

The County considers the Contract complete when the Contractor has completed all work and the County has accepted the work. The County will then release the Contractor from further obligation except as set forth in his bond, if any.

**34. Method of Bidding:** The County certifies that all projects will be awarded to the lowest responsive responsible bidder or per the FDOT approved alternative contracting method identified.

**35. Non-conforming Terms and Conditions:** A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid documents is subject to rejection as non-responsive. The County reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to determination by the County of non-responsiveness based on the submission of nonconforming terms and conditions.

**36. Off-site Storage and Staging Areas:** The County will ensure compliance of the Contractor's proposed staging/storage area with the Endangered Species Act, Section 4F and Section 106 of the Code of Federal Regulations.

**37. On the Job Training:** On the Job Training is required by FDOT on Federal-Aid Highway Program projects 275 days or more and \$2 million in funding. This project does not meet those requirements.

**38. Owner Force Account/Cost Effective Justification:** Not applicable to this Contract the County will be utilizing an independent Contractor to perform the Scope of Work.

**39. Patented/Proprietary Materials:** The County certifies that neither patented nor proprietary materials are required or specifically named in the specifications to be used for this project.

**40. Performance and Payment Bonds:** Performance and Payment Bonds will be required. Contractor shall comply fully with the bonding requirements of Section 255.05, Florida Statutes, as part of the total price for the work set forth in the Scope of Work.

**41. Period of Offer Validity:** Prices quoted must remain firm for a period of ninety (90) days from the bid opening date.

**42. Prices and Terms:** All prices must be firm for the delivery schedule quoted herein. Bids stipulating price in effect at time of shipment or other similar conditions will be considered non-responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any County Department unless otherwise stipulated in the bid invitation.

**A) Taxes:** DeSoto County does not pay Federal excise and State sales taxes.

**B) Mistakes:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

- C) **Condition:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at time of this bid).
- D) **Safety:** Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards hereunder.

**43. Progress Payments:** Contractor shall prepare and submit to the Board of County Commissioners for approval, invoices for the services rendered under this Contract. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act, found in Part VII, Ch. 218, Florida Statutes.

**Partial Payments**

**General:** The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments, and the County will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The County will base the amount of such payments on the total value of the Work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Retainage will not be withheld until the percent of allowable Contract time used exceeds 75%. From that time forward, the County will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of allowable Contract time used exceeds the percent of Contract amount earned by more than 15%.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements. Contract time is defined as the original Contract time adjusted by approved Contract time extensions.

Retainage will be determined for each job on multiple job Contracts. The County will not accept Securities, Certificates of Deposit or Letters of Credit as a replacement for retainage. Amounts withheld will not be released until payment of the final estimate.

**Unsatisfactory Payment Record:** In accordance with Section 255.05 and 337.16 of the Florida Statutes, and the rules of the County, the County may disqualify the Contractor from bidding on future County Contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory. The County may also disqualify the Surety from issuing bonds for future County Contracts if they similarly fail to perform under the terms of their bond.

**Withholding Payment for Defective Work:** If the County discovers any defective work or material prior to the final acceptance, or if the County has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the County will not allow payment for such defective or questionable work until the Contractor has remedied the defect and removed any causes of doubt.

**Withholding Payment for Failure to Comply:** The County will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after beginning work:

- (a) Comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training and Affirmative

- Action;
- (b) Comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major supplies, through the Internet based Equal Opportunity Report System;
  - (c) Comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts; and
  - (d) Comply with or make a good faith effort to meet On-The-Job Training goals.

The County will withhold progress payments until the Contractor has satisfied the above conditions.

**Release of Retainage After Acceptance:** When the Contractor has furnished the County with all submittals required by the Contract, such as invoices, EEO reports, materials certifications, certification of materials procured, etc., (excluding Contractor's letter of acceptance of final amount due) and the Engineer has determined that the measurement and computation of pay quantities is correct, the County may reduce the retainage to \$1,000 plus any amount that the County elects to deduct for defective work.

The County will not allow a semifinal estimate under the provisions of the above paragraphs unless the time elapsing between (1) acceptance of the project and receipt of all test reports, invoices, etc., and (2) submission of the final estimate to the Contractor for acceptance, exceeds or is expected to exceed ten days.

The County may deduct from payment estimates any sums that the Contractor owes to the County on any account. Where more than one project or job (separate job number) is included in the Contract, the County will distribute the reduced retainage as provided in the first paragraph of this Sub article to each separate project or job in the ratio that the Contract value of the work for the particular job bears to the total Contract amount.

**Partial Payments for Delivery of Certain Materials:**

**General:** The County will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled material:

- (1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
- (2) The stockpiled material must be approved as meeting applicable specifications.
- (3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
- (4) The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
- (5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
- (6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

**Partial Payment Amounts:** The following partial payment restrictions apply:

- (1) Partial payments less than \$5,000 for any one month will not be processed.
- (2) Partial payments for structural steel and precast pre-stressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid prices of the item in which the material is to be used.
- (3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations being excepted when a construction sequence designated by the County requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

**44. Prohibition Against Convict Produced Materials: Source of Supply - Convict Labor (Federal-Aid Contracts Only):** Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid Highway construction projects unless the prison facility has been producing Convict-made materials for Federal-Aid Highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-Aid Highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-Aid Highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-Aid Highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

**45. Public Agencies in Competition with the Private Sector:** The County does not allow other Public Agencies to compete with or bid on construction projects against the private sector.

**46. Publicly-Owned Equipment:** The County does not allow Contractors the use of publicly owned equipment.

**47. Salvage Credits:** This County does not allow the Contractor to get credits for salvageable materials.

**48. Sealed Bids / Sealed Proposals:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number if applicable.

**49. State/Local Hiring Preference:** The County certifies that this Contract does not include State or Local hiring preferences

**50. State Preference:** The County certifies that preference is not given to Contractors who purchases materials from any specifically designated States.

**51. State/Local Owned/Furnished/Designated Materials:** All materials required for this project shall be furnished by the Contractor. Projects located on the National Highway System shall

require FHWA approval for direct purchase of materials by the County.

**52. State Produced Materials (Florida or other):** The County certifies that preference is not given to Contractors who purchase materials from any specifically designated state.

**53. Statement Relative to Public Entity Crimes:** The bidder is directed to the Florida Public Entity Crime Act 287.133, Florida Statutes, and the County's requirement that the successful bidder comply with it in all respects prior to and during the term of the Contract.

**54. Stockpiled Materials:** When the Contract provisions provide for payment for stockpiled materials, the amount of the reimbursement request upon which participation is based may include the appropriate value of approved specification materials delivered by the Contractor at the project site or at another designated location in the vicinity of such construction, provided that:

- (a) The materials conform with the requirements of the plans and specifications.
- (b) The material is supported by a paid invoice or a receipt for delivery of materials. If supported by a receipt of delivery of materials, the Contractor must furnish the paid invoice within a reasonable time after receiving payment from the County; and
- (c) The quantity of a stockpiled material eligible for Federal participation in any case shall not exceed the total estimated quantity required to complete the Work. The value of the stockpiled material shall not exceed the appropriate portion of the value of the Contract item or items in which such materials are to be incorporated.

The materials may be stockpiled by the Contractor at a location not in the vicinity of the project, if the County determines that because of required fabrication at an off-site location, it is not feasible or practicable to stockpile the materials in the vicinity of the project

**55. Suspensions of Work ordered by the Engineer:**

- (a) If the performance of all or any portion of the Work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the Notice to Resume Work. The request shall set forth the reasons and support for such adjustment.
- (b) Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspensions and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or Subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Contractor will be notified on the Engineer's determination whether or not an adjustment of the Contract is warranted.
- (c) No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- (d) No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this Contract.

**Significant Changes in the Character of Work.**

- (a) The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the Work as are necessary to

satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and the Contractor agrees to perform the Work as altered.

- (b) If the alterations or changes in quantities significantly change the character of the Work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the Work or by affecting other work cause such other work to become significantly different in character, and adjustment, excluding anticipated profit, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made whether for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.
- (c) If the alterations or changes in quantities do not significantly change the character of the Work to be performed under the Contract, the altered Work will be paid for as provided elsewhere in the Contract.
- (d) The term "significant change" shall be construed to apply only to the following circumstances:
  - (1) When the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction;  
or
  - (2) When a major item of work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original Contract item quantity, or in case of a decrease below 7 percent, to the actual amount of work performed.

**56. Termination for Convenience:** The County reserves the right to cancel this Contract by written notice to the Contractor effective the date specified in the notice, for any of the following reasons:

- The County has determined that such cancellation will be in the best interest of the County to cancel the Contract for its own convenience.
- Funds are not available to cover the cost of the services. The County's obligation is contingent upon the availability of appropriate funds.

The Purchasing Manager shall give written notice of the termination to the Contractor specifying the reason for the Contract termination and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination the Contractor will stop Work to the extent specified.

The County shall pay the Contractor under following conditions:

- All costs and expenses incurred by the Contractor for work accepted by the County prior to the Contractor's receipt of the Notice of Termination.

Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

**57. Termination for Default:** The County shall be the sole judge of nonperformance, which shall include any failure on the part of the Contractor to accept the award, to furnish required

documents, and/or to fulfill any portion of this Contract within the time stipulated. Upon default by the Contractor to meet any term of this Contract related Exhibit, the County will notify the Contractor to advise the County of its plan for corrective action to remedy the default within three (3) days (weekends and holidays excluded). The corrective action plan must be accepted by the Engineer. Failure on the Contractor's part to correct the default within the approved time period shall result in the Contract being terminated and the County notifying in writing to the Contractor of the effective date of the termination. The following shall constitute an act of default:

- Failure to perform the Work required under the Contract and/or within the time required or failing to use the sub-consultants, entities, and personnel as identified and set forth, and to the degree specified in the Contract.
- Failure to begin the Work under this Contract within the time specified.
- Failure to perform the Work with sufficient workers to ensure timely completion.
- Neglecting or refusing to correct Work where prior work has been rejected as nonconforming with the terms of the Contract.
- Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the successful firm incapable of performing the Work in accordance with and as required by the Contract.
- Failure to comply with any of the terms of the Contract.
- Failure to pay Subcontractors or others pursuant to Work done under this Contract.

In the event of default, the Contractor shall pay any damages sustained by the County including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the County after costs are claimed and allowed. All documents prepared by the Contractor in connection with this Contract will be the property of the County.

The County Engineer shall authorize payment to the Contractor, the costs and expenses for Work performed by the Contractor prior to receipt of the Notice of Termination; however, the County may withhold from amounts due the Contractor such sums as the Administrative Services Director deems to be necessary to protect the County against loss caused by the Contractor because of the default.

**58. Warranty Clause:** A warranty is a guarantee of the integrity of a product and of the manufacturers' responsibility for the repair or placement. All manufacturer warranties are to be transferred to the County before final acceptance.

The approximate anticipated schedule for this project is as follows:

Bid Letting: November 2025  
Bids Due: December 2025  
BOCC Approval: December 2025/January 2026  
Notice to Proceed: January 2026  
Final Construction Completion: June 30, 2027

**NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

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## **SPECIAL CONDITIONS**

### **1. INSURANCE REQUIREMENTS:**

#### **WORKERS' COMPENSATION:**

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

#### **COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:**

CONTRACTOR shall maintain and keep in force, during the term of this Contract, a General liability Insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000 per person and \$3000,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with the Contract. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x. c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

#### **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:**

CONTRACTOR shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

#### **EVIDENCE OF INSURANCE:**

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$200,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the County and the Department as a named, additional insured, as well as furnishing the County with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Contract. Said insurance coverage(s) procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance,

available to the County, and that any other insurance, or self-insurance available to the County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the County before the commencement of any work activities.

The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract endorsing both the County and the Florida Department of Transportation.

2. The Bidder's timely response under the terms of this Contract is paramount. The unavailability of the low bidder (depending on the urgency of the COUNTY'S needs) may result in the award/project being authorized for the next low bidder.

3. **"Work must begin no later than 10 days after the issuance of a Notice to Proceed, unless otherwise provided. The awarded Contractor will have NINETY (90) calendar days for Project completion.**

4. It is the responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. Any questions relative to interpretation of requirements, scope of services or bid process shall be addressed in writing as indicated below. No inquires, if received within seven (7) days of the date set for the opening of bids, will be given consideration. **Oral answers will not be authoritative.**

4. DeSoto County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are to be included as an additional Insured on both the Commercial General Liability and Commercial Automobile Liability. DeSoto County is to be named insured as DeSoto County Board of County Commissioners. Insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the COUNTY thirty (30) days prior to any expiration date. There shall also be a thirty (30) day notification to the COUNTY in the event of a cancellation or modification of any stipulated insurance coverage.

6. Certificates of Insurance meeting the required insurance provisions shall be forwarded to the Purchasing Department upon Notice of Award, prior to commencement. **For the purpose of identification, when submitting insurance, the bid name and number must be included on the certificate.**

**7. CONTRACTOR AND COUNTY DEFINED.**

As used in these specifications, the term "CONTRACTOR" refers to Seller and the term "COUNTY" refers to Purchaser, as defined in the terms and conditions applicable to this Contract. All person acting for CONTRACTOR, such as employees, subcontractors, and agents of the CONTRACTOR are included in the meaning of CONTRACTOR.

**8. CONTRACTOR OBLIGATIONS.**

CONTRACTOR agrees to perform and complete the service described in the Bid Documents in accordance with the work requirements of this Contract and attached exhibits. CONTRACTOR shall furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the CONTRACTOR are essential to the satisfactory performance of the work. The COUNTY may consider lack of competent and capable supervision as grounds to reject a bid or terminate this Contract. An experienced, qualified supervisor should have approximately two years of experience doing the type of work requested in this Bid and one-year of experience supervising crews doing the type of work requested in this Bid. The COUNTY reserves the right to determine supervisory competence.

**9. ADDITIONAL INFORMATION.**

Questions about the Contract and Technical portions of the bid must be submitted in writing to the person listed below. Bidders are cautioned that any statements made by the Contract and technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written addendum to the bid document. To find out whether the COUNTY intends to issue an addendum, contact the person listed below. No contract or technical question will be accepted after seven (7) day prior to the date set for bid opening

Direct inquiries to: Cindy Talamantez, CPPB, CPPO  
Purchasing Director  
DeSoto County Board of County Commissioners  
201 East Oak Street, Suite 203  
Arcadia, Florida 34266  
863-993-4816 Office  
863-993-4819 Fax  
[c.talamantez@desotobocc.com](mailto:c.talamantez@desotobocc.com)

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# BID PROPOSAL FORM

## FEDERALLY FUNDED LOCAL AGENCY PROGRAM SIDEWALK CONSTRUCTION SERVICES FOR COUNTY ROAD 760A.

FID # 442022-1-58-01

Bid No. 26-06-00ITB

Proposal of Blacktip Services, Incorporated (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida doing business as a corporation\*, to the DeSoto County Board of County Commissioners (hereinafter called "COUNTY").

In compliance with your Advertisement for BIDS, BIDDER hereby proposed to perform all WORK for the Federally Funded Local Agency Program Sidewalk Construction Services for C.R. 760A in strict accordance with the Scope of Work, within the time set forth therein, and at the process stated in the BID SCHEDULE.

By permission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto, certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the WORK no later than Ninety calendar days thereafter.

BIDDER acknowledges receipt of the following ADDENDA:

Number 1, dated 12/5/2025

Number 2, dated 12/9/2025

Number \_\_\_\_\_, dated \_\_\_\_\_

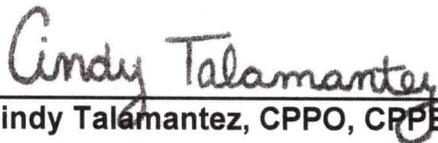
Number \_\_\_\_\_, dated \_\_\_\_\_

\*Insert "a corporation", "a partnership", or "an individual" as applicable.

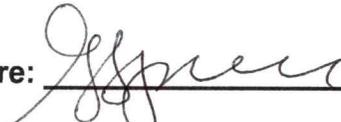
***This official Bid Form must be completed and used in submitting a Bid. The Board reserves the right to accept or reject all Bids, or any parts thereof***

**DESOTO COUNTY  
FDOT LOCAL AGENCY PROGRAM  
SIDEWALK CONSTRUCTION SERVICES FOR COUNTY ROAD 760A  
FP# 442022-1-58-01  
PRE-BID MEETING MINUTES  
ADDENDUM #1  
December 2, 2025, 10:00 A.M.  
Bid No. 26-06-00ITB**

Addendum #1 dated this 5<sup>th</sup> day of December 2025.

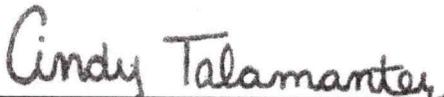
  
Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidder's Receipt of Addendum #1 by:

Signature:   
Company: Blacktip Services, Incorporated  
Date: 12/9/2025

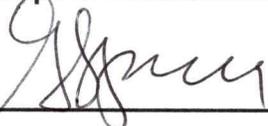
DESOTO COUNTY  
FDOT LOCAL AGENCY PROGRAM  
SIDEWALK CONSTRUCTION SERVICES FOR COUNTY ROAD 760A  
FP# 442022-1-58-01  
ADDENDUM #2  
Bid No. 26-06-00ITB

Addendum #2 dated this 9<sup>th</sup> day of December 2025.

  
\_\_\_\_\_

Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidder's Receipt of Addendum #2 by:

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

Company: Blacktip Services, Incorporated \_\_\_\_\_

Date: 12/12/2025 \_\_\_\_\_

**DESOTO COUNTY**

Bid No. 26-06-00ITB

FEDERALLY FUNDED LOCAL AGENCY PROGRAM SIDEWALK CONSTRUCTION SERVICES FOR C.R. 760A  
FINANCIAL PROJECT #. 442022-1-58-01**BID FORM**

Item	Description	Unit	Quantity Total	Unit Cost	Total Cost
101-1	MOBILIZATION BTS OH 23000/ BUSSY 1500	LS	1	\$ 25,000.00	\$ 25,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 3,500.00	\$ 3,500.00
0102-60	WORK ZONE SIGN	ED	1260	\$ 0.40	\$ 504.00
0102-71-13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONC	LF	312	\$ 50.00	\$ 15,600.00
0102-71-23	TEMPORARY BARRIER, REL, LOW PROFILE CONC	LF	72	\$ 10.00	\$ 720.00
102-74-1	CHANNEL DEVICE-TYPSI, II DI, VP, DRUM,LC	ED	1902	\$ 0.15	\$ 285.30
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMP	ED	335	\$ 18.00	\$ 6,030.00
1021-15	TYPE III BARRICADE	ED	12		\$ -
0104-10-3	SEDIMENT BARRIER	LF	143	\$ 2.00	\$ 286.00
0104-18	INLET PROTECTION SYSTEM	EA	1	\$ 20.00	\$ 20.00
0110-1-1	CLEARING & GRUBBING	AC	0.83	\$ 62,000.00	\$ 51,460.00
0110-4-10	REMOVAL OF EXIST CONC	SY	5	\$ 50.00	\$ 250.00
0120-1	REGULAR EXCAVATION	CY	248.5	\$ 20.00	\$ 4,970.00
0120-6	EMBANKMENT	CY	46.3	\$ 20.00	\$ 926.00
0425-1521	INLETS, DT BOT, TYPE C <10'	EA	2	\$ 5,000.00	\$ 10,000.00
0425-2-41	MANHOLES, P-7, <10'	EA	1	\$ 6,000.00	\$ 6,000.00
430175118	PIPE CULV, OPT MATL, ROUND, 18", SINGLE, 0 ROUND	LF	124	\$ 200.00	\$ 24,800.00
430518100	STRAIGHT CONC ENDW 18", SINGLE, 0 ROUND	EA	1	\$ 3,500.00	\$ 3,500.00
0515-12	PIPE HANDRAIL-GUIDERAIL, ALUMINUM	LF	24	\$ 72.00	\$ 1,728.00
0522-1	CONCRETE SIDEWALK & DRIVEWAYS, 4"	SY	853	\$ 48.00	\$ 40,944.00
0522-2	CONCRETE SIDEWALK & DRIVEWAYS, 6"	SY	63	\$ 65.00	\$ 4,095.00
0527-2	DETECTABLE WARNINGS	SF	79	\$ 20.00	\$ 1,580.00
0570-1-2	PERFORMANCE TURF, SOD	SY	3164	\$ 3.50	\$ 11,074.00
0654-2-22	MIDLOBCK CROSSWALK: RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL-SOLAR, COMPLETE SIGN ASSEMBLY-BACK TO BACK	AS	2	\$ 13,800.00	\$ 27,600.00
0700-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	2	\$ 863.00	\$ 1,726.00
0700-1500	SINGLE COLUMN GROUND SIGN ASSEMBLY, RELOCATE	EA	6	\$ 345.00	\$ 2,070.00
0700-3401	SIGN PANEL, INSTALL, UP TO 12 SF	EA	2	\$ 575.00	\$ 1,150.00
0706-1-3	RAISED PAVMT MARK, TYPE B	EA	8	\$ 11.00	\$ 88.00

0711-11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABLUT	LF	334	\$ 7.00	\$ 2,338.00
0711-11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	157	\$ 14.00	\$ 2,198.00
0711-11160	THERMOPLASTIC, STC, WHITE MESSAGE	EA	1	\$ 250.00	\$ 250.00
0711-16201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	GM	0.076	\$ 9,200.00	\$ 699.20
0711-17-1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC MARKINGS-SURFACT TO REMAIN	SF	566	\$ 9.00	\$ 5,094.00
0700-142-802	ENHANCED HWY SIGN ASSEMBLY, SOLAR POWERED, RELOCATE GROUND MOUNT	EA	2	\$ 7,000.00	\$ 14,000.00
ASB-1	As-Built Survey	LS	1	\$ 3,500.00	\$ 3,500.00
	<b>C.R. 760A Total</b>				\$ 273,985.50

**C.R. 760A SIDEWALK BASE BID:**

Write out Grand Total Amount:

Two hundred-seventy-three thousand-nine hundred, eighty-five dollars and 50 cents.

Company Name: Blacktip Services, Incorporated

Contact Name: Gina Spencer

Address: 52 Riley Rd 422

City & State: Celebration, FL 34747

Phone: 407-574-5033

Fax: 321-285-2995

E-mail: blacktipemail@yahoo.com

SIGNATURE: 

DATE: 12/12/2025

*This official bid form must be completed and used in submitting bid.  
The Board reserves the right to accept or reject all bids, or any parts thereof.*



3. If Offeror is an individual or a partnership, answer the following:

- a. Date of organization: N/A
- b. Name, address and ownership units of all partners:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. State whether general or limited partnership: \_\_\_\_\_

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

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

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

15 years  
\_\_\_\_\_

a. Under what other former names has your organization operated?

None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration.

Florida Department of Transportation Pre-Qualified Contractor - F274431832  
\_\_\_\_\_

8. Have you personally inspected the site of the proposed work?

Yes  \_\_\_\_\_ No \_\_\_\_\_

9. Did you attend the Pre-Proposal Conference? Yes \_\_\_\_\_ No

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No, none

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? If so, explain fully.

No, none

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).

COMPANY NAME	CONTACT	ADDRESS	
Florida Department of Transportation Districts 7 (Also Districts 5 and 1)	Conrad Campbell Construction Engineer District 7	11201 N. McKinley Dr Tampa, FL 33612	Email Conrad.Campbell@dot.state.fl.us
			Telephone 813-975-6294
Hillsborough County Capital Programs, Engineering & Operations - Public Works	James E. Hudock, PE Department Director	604 E. Kennedy Blvd Tampa, FL 33602	Email HudockJ@hcfli.gov
			Telephone 813-307-1827
City of Tampa	Oscar Moreno Engineer/Contracts	Tampa Contracts 3808 E 26th Ave Tampa, FL 33605	Email oscar.moreno@tampagov.net
			Telephone 813-274-7468

13. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

Robert Walker - Operations

James Johnson - Project Management

Dusty Baumgarten - Field Superintendent

Kayla Allen - Office Manager

14. State the name of the individual who will have personal supervision of the services:

James Johnson

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

SIGNATURE

State of Florida

County of Osceola

On this the 12th day of December, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared Gina Spencer 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.

Kayla Allen  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

Kayla Allen  
(Name of Notary Public: Print, stamp, or type as commissioned.)



Personally known to me, or

Produced identification:

DID take the oath, or

DID NOT take the oath.



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

April 29, 2025

BLACKTIP SERVICES INCORPORATED  
52 RILEY RD  
CELEBRATION, FLORIDA 34747

### RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

#### FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, Curb and Gutter, Driveways, Ditch Pavement, Rip Rap.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

**[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)**

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in black ink that reads "James E. Taylor II". The signature is written in a cursive style with a large, stylized "A" at the end.

James E. Taylor II, Prequalification Supervisor  
Contracts Administration Office

JTII

## HOLD HARMLESS

Contractor, agrees through the signing of this document by an authorized party or agent that is shall defend indemnify and hold harmless DeSoto County, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments, liabilities and actions, including attorney's fees and all costs of litigation and judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of DeSoto County, its agents, employees, and public officials excluding only the sole negligence of DeSoto County, its agents, employees, and public officials.

This provision shall also pertain to any claims brought against DeSoto County its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The contractor's obligation to indemnify DeSoto County, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remuneration, the consideration of \$10.00, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreeing to enter into this Hold Harmless and Indemnity Agreement.

**Type of Organization (Please Check One):**  Individual Ownership  Joint Venture  
 Partnership  Corporation

**Name of Bidding Firm:**

Blacktip Services, Incorporated

**Mailing Address:**

52 Riley Rd 422, Celebration, FL 34747

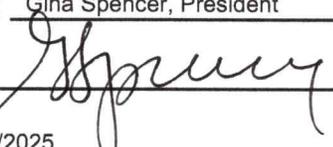
**Location Address:**

52 Riley Rd 422

**City & State:** Celebration, FL **ZIP:** 34747

**Telephone:** 407-574-5033 **Fax Number:** 321-285-2995

**Name/Title of person authorized to bind the Company:** Gina Spencer, President

**Signature of person authorized to bind the Company:** 

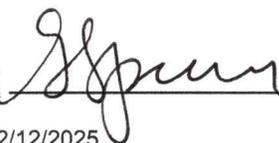
**Date:** 12/12/2025

## DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Blacktip Services, Incorporated (name of business) does:

1. 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:   
Dated: 12/12/2025

**DESOTO COUNTY**  
**CONTRACTOR/CONSULTANT/VENDOR**  
**E-VERIFY AFFIDAVIT**

STATE OF Florida  
COUNTY OF Osceola

BEFORE ME, the undersigned authority, appeared Gina Spencer,  
who first being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.
2. I am over the age of 18 years and otherwise confident to make this Affidavit.
3. I am the President of Blacktip Services, Incorporated (the "Contractor/Consultant/Vendor").
4. I am authorized by Blacktip Services, Incorporated to make this Affidavit on behalf of Contractor/Consultant/Vendor.
5. Contractor/Consultant/Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized 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.

*Gina Spencer*  
Signature of Affiant  
on behalf of Contractor/Vendor

By: Gina Spencer

As its: President

Dated: 12/12/2025

STATE OF Florida

COUNTY OF Osceola

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 12th day of December, 2025, by Gina Spencer, on behalf of Blacktip Services, Incorporated, who is **personally known** to me or who has produced \_\_\_\_\_ as identification.



*Kayla Allen*

Print Name: Kayla Allen

Notary Public of the State of Florida

My Commission Expires: 1/14/28

**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 OF Osceola

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

1. The business address of Blacktip Services, Incorporated [name of firm]

is 52 Riley Rd 422, Celebration, FL 34747

2. My relationship to Blacktip Services, Incorporated [name of firm]

is President

[relationship, such as sole proprietor, partner, president, vice president].

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 contendere.

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.

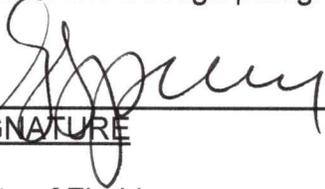
6. Neither the firm nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the firm nor any affiliate of the firm has been convicted of a public entity crime subsequent to July 1, 1989.

[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.~~

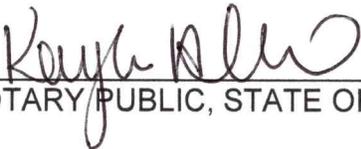
[Draw a line through paragraph 7 if paragraph 6 above applies.]

  
\_\_\_\_\_  
SIGNATURE

State of Florida  
County of Osceola

On this the 12th day of December, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared Gina Spencer 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:



Kayla Allen  
(Name of Notary Public: Print, stamp, or type as commissioned.)

Personally known to me, or

Produced identification:  
\_\_\_\_\_

DID take the oath, or

DID NOT take the oath.

**CONFLICT OF INTEREST STATEMENT**

(STATE OF FLORIDA ; COUNTY OF DESOTO )

Before me, the undersigned authority, personally appeared

Gina Spencer, who was duly sworn, deposes, and states:

1 I am the President of Blacktip Services, Incorporated with an office located in Tampa and principal office in 52 Riley Rd 422, Celebration, FL 34747

2 The above named entity is submitting an Expression of Interest for the DeSoto County project described as: ***ITB-26-06-00 – LAP Sidewalk Construction Services on C.R. 760A.***

3 The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4 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.

5 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.

6 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.

7 Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8 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.

9 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.

10 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 12th day of December, 2025.

(Affiant) Gina Spencer

Gina Spencer

Typed Name of Affiant

President

Title

Sworn to and subscribed before me this 12th day of December, 2025.

Personally known

OR Produced identification \_\_\_\_\_ Notary Public - State of Florida

Kayla Allen

My commission expires 1/14/28 (Type of identification)



(Printed typed or stamped commissioned name of notary public) Kayla Allen



# MERCHANTS

## BONDING COMPANY™

### POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allyson Foss Wing; Amanda Jo Herstine; April L Lively; Bryce R Guignard; Carson M Costello; Christine Morton; David R Turcios; Deborah A DeFoe; Jennifer L Hindley; Kelly Phelan; M Gary Francis; Margie L Morris; Wesley Matthew Adcock

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship or obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 10th day of October, 2025.

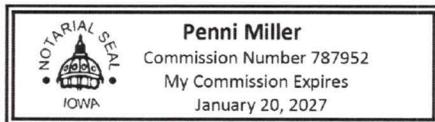


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
MERCHANTS NATIONAL INDEMNITY COMPANY

By

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 10th day of October, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of December, 2025.



Secretary

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LAP CERTIFICATION OF CURRENT CAPACITY**

525-010-46  
PROGRAM MANAGEMENT  
09/20  
Page 1 of 2

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on 12/12/2025  
(Letting Date)

Fill in your FDOT Vendor Number VF <u>274431832</u>
--

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on  
the "Status of Contracts on Hand" report (page 2) \$ 7,784,7258

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work as of the 15<sup>th</sup> day of the month, last preceding the month of the letting.
2. If the letting is after the 25<sup>th</sup> day of the month, the certificate and report reflects the uncompleted work in progress as of the 15<sup>th</sup> day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 12<sup>th</sup> day  
of December, 20 25

Blacktip Services, Incorporated  
\_\_\_\_\_  
NAME OF FIRM  
By: Gina Spencer  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Title





*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwanee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

5/15/2023

**RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL**

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:  
BLACKTIP SERVICES INC

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrea Roberts". The signature is fluid and cursive, with the first and last names being the most prominent.

Andrea Roberts  
State Contract Compliance Administrator  
Equal Opportunity Office

**AFFIRMATIVE ACTION PLAN EXPIRATION: 5/15/2026**

**This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.**



Blacktip Services, Incorporated hereafter referred to as "the Company" or "this Company" has adopted this policy and plan.

Date: April 1, 2023

By:  Signature

Corporate FEID No.: 27-4431832

Gina Spencer, President

Printed name & title

## DISADVANTAGED BUSINESS ENTERPRISE ('DBE') AFFIRMATIVE ACTION PLAN

### POLICY STATEMENT

It is the policy of this Company that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation (FDOT).

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between FDOT and the Company. Subcontractors and/or suppliers to the Company will also be bound by the requirements of Rule Chapter 14-78 F.A.C. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with FDOT. The Company and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with FDOT. The Company has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout the Company and to disadvantaged controlled businesses. This statement is posted on notice boards of the Company.

### I. DESIGNATION OF LIAISON OFFICER

The Company will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with FDOT. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C. The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all FDOT contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by FDOT, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of FDOT.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of FDOT.

#### DBE LIAISON OFFICER:

**NAME:** Gina Spencer

**TITLE:** President

**EMAIL:** blacktipemail@yahoo.com

**ADDRESS:** 52 Riley Rd 422 Celebration, FL 34747

## II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, the Company has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform FDOT work;
3. Lack of interest in performing on FDOT contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of FDOT plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of the Company to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with FDOT will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting the state's goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by FDOT to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.
8. Utilize FDOT's DBE Supportive Services providers for assistance in identifying and notifying DBE's of contracting opportunities.

The Company understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

## III. IMPLEMENTATION

The Company will make every effort to

1. Meet state goals by utilizing its affirmative action methods.
2. Express good faith by seeking to utilize DBE subcontractors where work is to be subcontracted.
3. Ensuring that contracted DBE's perform a commercially useful function as evidenced by their execution of a distinct element of work with its own workforce and the carrying out responsibilities by actually performing, managing and supervising the work involved.

## IV. REPORTING

The Company shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan. The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all FDOT projects;
4. The Company shall comply with FDOT's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

## V. DBE DIRECTORY

The Company will utilize the DBE Directory published by the FDOT.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**AFFIDAVIT REGARDING LABOR AND SERVICES**

375-030-31  
PROCUREMENT  
07/24

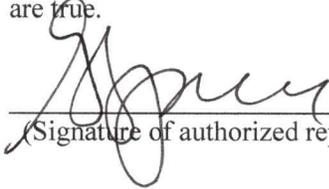
Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name:	<u>Blacktip Services, Incorporated</u>
Address:	<u>52 Riley Rd 422, Celebration, FL 34747</u>
Phone Number:	<u>407-574-5033</u>
Authorized Representative's Name:	<u>Gina Spencer</u>
Authorized Representative's Title:	<u>President</u>
Email Address:	<u>blacktipemail@yahoo.com</u>

AFFIDAVIT

I, Gina Spencer, as authorized representative attest that Blacktip Services, Incorporated does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.



December 12, 2025

(Signature of authorized representative)

Date

STATE OF FLORIDA  
COUNTY OF Osceola

Sworn to (or affirmed) and subscribed before me, by means of  physical presence or  online notarization, this 12th day of Dec , 2025 (year), by Gina Spencer

Kayla Allen

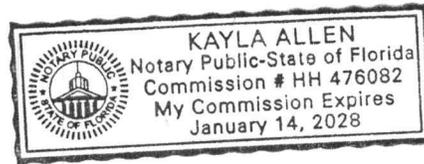
Notary Public, not required when digital

1/14/28

Commission Expires

Personally Known  OR Produced Identification

Type of Identification Produced



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

375-030-33  
PROCUREMENT  
01/24

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Name of Consultant: Blacktip Services, Incorporated

By: Gina Spencer Date: 12/12/2025

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

Title: President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
PROCUREMENT  
02/16

Is this form applicable to your firm?

YES  NO

If *no*, then please complete section 4 below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Blacktip Services, Incorporated 52 Riley Rd 422 Celebration, FL 34747  Congressional District, if known: 4c Florida District 9		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____  Congressional District, if known: _____
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): _____ _____ _____	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature:  Print Name: Gina Spencer Title: President Telephone No.: 407-574-5033      Date (mm/dd/yyyy): 12/12/2025	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR § 29**

575-060-13  
RIGHT OF WAY  
05/01  
Page 1 of 3

ITEM/SEGMENT NO.: FIN: 442022-158-01  
F.A.P. NO.: \_\_\_\_\_  
MANAGING DISTRICT: DISTRICT 1  
PARCEL NO.: \_\_\_\_\_  
COUNTY OF: Desoto  
BID LETTING OF: December 12, 2025

I, Gina Spencer, hereby declare that I am  
(NAME)  
President of Blacktip Services, Incorporated  
(TITLE) (FIRM)  
of Celebration, FL 34747  
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

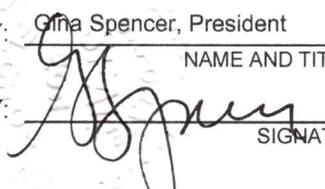
EXCEPTIONS: None

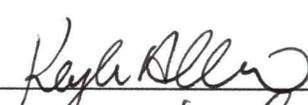
(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

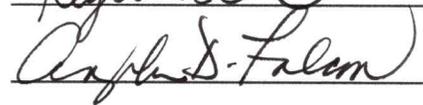
I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: Gina Spencer, President  
NAME AND TITLE PRINTED

BY:   
SIGNATURE

WITNESS: 

WITNESS: 

Executed on this 12th day of December, 2025

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

## REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

### Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

#### *Instructions for Certification*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions*

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**  
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32  
PROCUREMENT  
11/15

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

Name of Consultant/Contractor: Blacktip Services, Incorporated

By: Gina Spencer

Date: 12/12/2025

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneously by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under



this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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 statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.