

DESOTO COUNTY
CDBG-MIT FUNDED CONSTRUCTION SERVICES AGREEMENT
C.R. 769 BRIDGE NO. 040022 OVER HORSE CREEK –
SCOUR COUNTERMEASURES, PILE JACKETING & MISCELLANEOUS IMPROVEMENTS

FLORIDACOMMERCE AGREEMENT NO.: MT040
INVITATION TO BID NO.: 26-02-00

THIS CONTRACT is made this ____ day of _____, 20____, 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 **VIKING DIVING SERVICES, INC.**, a Florida Profit Corporation (FEIN 55-0794130) authorized to do business in the State of Florida, hereinafter referred to as (“CONTRACTOR”), whose principal address is 3420 Enterprise Rd., Ft. Pierce, FL 34982.

WHEREAS, the COUNTY desires to retain a contractor for Construction Services for the C.R. 769 Bridge No. 040022 over Horse Creek – Scour Countermeasures, Pile Jacketing, and Miscellaneous Improvements Project (FloridaCommerce Agreement No. MT040), to be funded by DeSoto County’s Community Development Block Grant Mitigation Program (CDBG-MIT), as more specifically detailed within the Scope of Services attached hereto as Exhibit “A”; and

WHEREAS, in furtherance of the above, the COUNTY issued Invitation to Bid, Bid No. 26-02-00ITB (the “ITB”) for said services; and

WHEREAS, following the aforementioned competitive solicitation process, the CONTRACTOR was deemed to be the lowest responsible, most responsible bidder; and

WHEREAS, CONTRACTOR desires to render services in accordance with the ITB and CONTRACTOR’s bid thereto, 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 of 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 herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. The foregoing “Whereas” clauses are hereby incorporated by reference, affirmed, and ratified by the parties as true and correct.

SECTION 2. ENGAGEMENT OF CONTRACTOR. The COUNTY hereby agrees to engage CONTRACTOR, and CONTRACTOR hereby agrees to perform the services set forth in the Scope of Services, and CONTRACTOR hereby agrees to perform the described services diligently and in a timely and professional manner. All representations, certifications, and statements contained in CONTRACTOR’S bid submittal are true and accurate and are incorporated by reference herein.

SECTION 3. THE COUNTY’S RESPONSIBILITY. Except as provided in the Scope of Services, 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 Services; and to provide full information regarding requirements of the Scope of Services, 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 Services 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 DeSoto County Engineer as Project Manager to act on the COUNTY’S behalf with respect to the Scope of Services. The Project Manager 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.
- E. COUNTY’s Right to Carry Out the Work. If the Contractor defaults or

neglects to carry out the Work in accordance with the Contract Documents with due diligence and fails to provide a schedule of repairs/corrections and commence the repairs/corrections within a reasonable period of time, to be determined by the COUNTY in its sole discretion, after receipt of written notice from the COUNTY, the COUNTY may after such period of time, without prejudice to other remedies the COUNTY may have, withhold progress payments until the Contractor substantially completes the repairs and corrections cited in the COUNTY's notice. If the Contractor fails to substantially complete the repairs, the COUNTY may contract with another contractor for the necessary repairs. If payments then or thereafter due the Contractor are not sufficient to cover such amounts due to the COUNTY's alternative contractor, the Contractor shall pay the difference to the COUNTY. The Contractor's failure to timely and substantially complete the repairs and corrections may, at the COUNTY's sole discretion, be a reasonable basis for the COUNTY to terminate the Contract.

SECTION 4. THE CONTRACTOR'S RESPONSIBILITY. The CONTRACTOR'S duties and responsibilities are as follows:

- A. The furnishing of all services, labor, material, equipment, tools, machinery, utilities, insurance and supplies necessary to perform the complete Scope of Services as more particularly set forth in the ITB and Scope of Services, and in accordance with CONTRACTOR's Alternative Bid 2. The Work shall be performed in accordance with specifications, terms and conditions of this Contract, which are more particularly described in the Scope of Services.
- B. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Services in accordance with the Scope of Services. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of described Services, unless otherwise provided in the Scope of Services. CONTRACTOR shall be responsible to see that the finished Work complies strictly with the Scope of Services.

- C. The CONTRACTOR shall solely and without qualification be responsible for all methods and results, for use of equipment and personnel, for the safety of its employees and other persons, for the protection of public and private property, and for the compliance with all Local, State and Federal laws and regulations in performance of the Work under this Contract. The COUNTY shall have no right to hire or fire, nor any power of supervision over the Services, nor over use of equipment of personnel unless otherwise provided in the Contract Documents, nor the CONTRACTOR'S compliance with Local, State and Federal laws and regulations in performance of the Work under this Contract.

SECTION 5. TIME OF PERFORMANCE. The CONTRACTOR agrees to commence work by the dates outlined in the Notice to Proceed. The Contractor shall have **TWO HUNDRED TWENTY-FIVE (225)** calendar days for Substantial Completion with an additional **THIRTY (30)** calendar days for Final Completion for a total of **TWO HUNDRED FIFTY-FIVE** calendar days to fully complete the project. All representations, indemnifications, warranties and guaranties of the CONTRACTOR made in, required by, or given in accordance with this Contract, as well as all continuing obligations of the CONTRACTOR indicated in this Contract, will survive final payment and termination or completion of this Contract. The CONTRACTOR shall allow sufficient time within that period for COUNTY inspection and for addressing any deficiencies to ensure final completion by the required deadline. The CONTRACTOR shall make no claims for additional compensation or damages due to suspensions, delays, or hindrances. The CONTRACTOR may only be compensated for extensions of time as the COUNTY may decide; however, such extension shall not operate as a waiver of any other rights of the COUNTY.

SECTION 6. LIQUIDATED DAMAGES FOR DELAYS. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the CONTRACTOR shall provide to the COUNTY **One Thousand Seven Hundred Forty-Two Dollars (\$1,742.00)** as fixed, agreed and liquidated damages for each calendar day of delay after the scheduled

Final Completion date stated in the Notice to Proceed or Contract amendment if any.

SECTION 7. COMPENSATION. Compensation for the Scope of Services performed by CONTRACTOR shall be payable as follows:

- A. The COUNTY shall pay an amount not to exceed **One Million Seven Hundred Twenty-Two Thousand Two Hundred Fifty-Nine Dollars and Twenty Eight Cents (\$1,722,259.28)**, in accordance with the CONTRACTOR'S Alternative Bid 2, for all work and services under this Contract. The CONTRACTOR may submit invoices on a monthly basis for work completed each month.
- B. CONTRACTOR shall prepare and submit to the County for approval, 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. Contractor shall make no other charges to the COUNTY for supplies, labor, taxes, licenses, overhead or any other expenses or costs.
- D. Contractor shall not pledge the County credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.
- E. 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 8. DOCUMENTS. The documents which comprise this Contract between the COUNTY and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- A. This Contract;**
- B. The Scope of Services attached hereto as Exhibit “A”** (as used herein, the term “Scope of Services,” “Services,” or “Work” are synonymous and used interchangeably);
- C. General and Special Conditions attached hereto as Exhibit “B”;**
- D. Final Bid Proposal (Alternative Bid 2) by Contractor and associated forms attached hereto as Exhibit “C”;**
- E. Invitation to Bid No. 25-12-00ITB, and all attachments and addendum thereto, incorporated herein by reference.**

SECTION 9. 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. 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, as more particularly set forth in the ITB.
- 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 State and Federal Equal Employment Opportunity Statutes and Regulations.
- 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.

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

SECTION 10. 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 11. 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 he has furnished a Public Entity Crimes Affidavit pursuant to Section 287.113, Florida Statutes.

SECTION 12. 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:

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 \$3,000,000 each accident, \$500,000 each employee, \$1,000,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM

REQUIRED:

Contractor shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$6,000,000. Products and completed operations aggregate shall be \$6,000,000. 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

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

Contractor shall maintain automobile liability insurance with a limit of not less than \$3,000,000 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 \$3,000,000 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. All the policies of insurance so required of CONTRACTOR, except workers compensation insurance, shall be endorsed to include as additional insures; the COUNTY, its officers, employees and agents
- C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the COUNTY, licensed to do business in the State of Florida and with a resident agent designated for the services of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. CONTRACTOR shall provide the COUNTY with financial information concerning any self-insurance funds insuring CONTRACTOR. At the

COUNTY'S option, a Best's rating or Self-Insurance Fund financial information may be waived.

SECTION 13. WARRANTY OF WORK/SERVICES.

- A. The Contractor shall warrant the labor performed for a minimum period of one (1) year from the date the Services are complete. This warranty shall be in addition to whatever rights the COUNTY may have under state or federal law. The CONTRACTOR's obligation under this warranty shall be at its own cost and expense, to promptly repair or replace (including cost of removal and installation), that item (or part or component thereof) which proves defective or fails to comply with the Contract within the warranty period such that it complies with the Contract.
- B. CONTRACTOR warrants to the COUNTY that all materials and equipment furnished under this Contract will be new unless otherwise specified and will be of good quality, free from faults and defects and in conformance with the Contract. All equipment and materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by COUNTY or its designee, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within this Contract.
- C. CONTRACTOR shall provide to the COUNTY or its designee all manufacturers' warranties. All warranties, expressed and/or implied, shall be given to the COUNTY for all material and equipment covered by this Contract. All material and equipment furnished shall be fully guaranteed by the CONTRACTOR against factory defects and workmanship. At no expense to the COUNTY, the CONTRACTOR shall correct any and all apparent and latent defects that are required under state or federal law.

SECTION 14. DEFECTIVE WORK.

- A. The COUNTY or its designee shall have the authority to reject or disapprove work which is found to be defective. If defective work is found, CONTRACTOR shall promptly either correct all defective work or remove such defective work and replace it with non-defective work. CONTRACTOR shall bear all direct and indirect costs of such removal or corrections including cost of testing laboratories and

personnel.

- B. Should CONTRACTOR fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of this Contract within the time indicated in writing by the COUNTY Administrator or its designee, the COUNTY shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at CONTRACTOR's expense. Any expense incurred by the COUNTY in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to CONTRACTOR. In the event of failure of CONTRACTOR to make all necessary repairs promptly and fully, which is not cured in the cure period, the COUNTY may declare CONTRACTOR in default.
- C. If, within one (1) year after the date of completion of Services or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract documents, or by any specific provision(s) of this Contract, any of the work is found to be defective or not in accordance with this Contract, CONTRACTOR, after receipt of written notice from the COUNTY or its designee, shall promptly correct such defective or nonconforming work within the time specified by the COUNTY without cost to the COUNTY. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which CONTRACTOR might have under this Contract including but not limited to any claim regarding latent defects.
- D. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the COUNTY to final acceptance.
- E. Where the COUNTY or its designee becomes aware of faults, defects or non-conformity in any of the work provided under this Contract or with the work being performed by the CONTRACTOR, the COUNTY or its designee shall issue a Notice to Cure to the CONTRACTOR for correction. In no event shall the failure of the COUNTY or its designee to bring to the attention of the CONTRACTOR of such faults act as a waiver or release the CONTRACTOR from responsibility or liability for such fault, defect or non-conforming work.

SECTION 15. TERMINATION OF CONTRACT 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 COUNTY'S Project Manager. 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-contractors, 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 sub-contractors 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'S Project Manager 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 16. 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 the 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 17. CONTROLLING LAW.

- A. 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.
- B. Should litigation be necessary to enforce any term or provision of this Contract, or to collect any portion of the amount payable under this

Contract, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party.

SECTION 18. 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 19. EXTENT OF CONTRACT.

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

SECTION 20. 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 indemnification, 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 21. 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 22. SEVERABILITY.

- A. Nothing contained in the Contract shall create any contractual relationship between the COUNTY, or any agent, consultant, or independent contractor employed by the COUNTY and any Subcontractor, Sub-subcontractor, Supplier or Vendor of the CONTRACTOR, but the COUNTY shall be entitled to performance of all obligations intended for its benefit, and to enforcement thereof.
- B. In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect; the invalidity, illegality, or unenforceability shall not affect any other provision and this Contract and shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- C. All representations, certifications, and statements contained in CONTRACTOR'S bid submittal are true and accurate and are incorporated by reference herein.

SECTION 23. 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.

SECTION 24. COMPLIANCE. CONTRACTOR acknowledges that this Contract is funded in part or in full by the State of Florida Department of Commerce Federally Funded Community Development Block Grant Mitigation Program (CDBG-MIT), and is

subject to the terms and conditions of the Subrecipient Agreement (FloridaCommerce Agreement No. MT040) attached to the ITB as Attachment A, and the federal provisions related to grant funds attached to the ITB as Attachment B. The CONTRACTOR shall comply with all terms and conditions contained in Attachments A and B to the ITB.

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IN WITNESS WHEREOF, the parties have executed this Contract as of the _____ day
of _____, 20____.

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:

VIKING DIVING SERVICES, INC.

By: _____

Printed Name: _____

Title: _____

SECTION 2
SCOPE OF SERVICES
CDBG-MIT FUNDED CONSTRUCTION SERVICES
C.R. 769 BRIDGE NO. 040022 OVER HORSE CREEK –
SCOUR COUNTERMEASURES, PILE JACKETING & MISCELLANEOUS IMPROVEMENTS
FLORIDACOMMERCE AGREEMENT NO.: MT040
INVITATION TO BID NO.: 26-02-00

The DeSoto County Board of County Commissioners is requesting formal Bids from qualified Contractors for construction services associated with the C.R. 769 Bridge No. 040022 over Horse Creek – Scour Countermeasures, Pile Jacketing, and Miscellaneous Improvements Project. Work is to be performed in accordance with the requirements of the Community Development Block Grant Mitigation Program (CDBG-MIT) under FloridaCommerce Agreement No. MT040.

SCOPE:

This project is federally funded by the State of Florida Department of Commerce through the Community Development Block Grant Mitigation Program (CDBG-MIT). The project involves the repair of components of the existing bridge on County Road 769 (Bridge #040022) over Horse Creek and scour countermeasures and pile jackets to increase service life. Two alternatives are proposed for the scour countermeasures for this project: articulating concrete block revetment system and riprap bank and shore. Contractors may bid one or both alternatives. The County will select the alternative which the County believes serves the best interest of the County. The county also reserves the right to reduce any bid items to bring the construction cost in line with the grant funding.

TIME FRAME:

All work shall be performed on Monday through Friday on non-County holidays from 7:00am to 5:00pm. Occasional Saturday work may be approved only upon mutual advanced agreement between the County, CEI and the Contractor.

Substantial Completion shall be complete within **TWO HUNDRED TWENTY-FIVE (225) calendar days** of the notice to proceed. Final Completion shall include an additional **THIRTY (30) calendar days** for a maximum construction time of **TWO HUNDRED FIFTY-FIVE (255) calendar days**. Substantial Completion shall be defined as all work excluding minor clean up, sod restoration, demobilization, and correction of punch list items from substantial competition walkthrough which can be performed within the period between substantial completion and final completion.

SCHEDULE:

The following schedule shall be adhered to, insofar as practical, in all actions related to this procurement:

- A. **Advertising date of bids:** October 2025
- B. **Receipt of bids:** November 2025
- C. **Review of bids / Bid tabulation:** November 2025
- D. **Projected Board of County Commissioners' approval:** December 2025

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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 Agreement for making audit, examination, excerpts and transcription. Such records will be maintained for six (6) 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 six (6) 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 local government, the Florida Commerce Department, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States and any of their duly authorized representatives, shall have access to any books, documents, papers and records, including electronic storage media, of the Administrator which are directly pertinent to the Agreement for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to this Agreement

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. **Acceptance and Warranty:** Neither the final certificate of payment nor any provision in this document, or partial or complete use of the project by the County shall constitute an acceptance of work not done in accordance with the contract document or relieve the Contractor of liability in respect to any expressed or implied warranties or responsibilities for faulty material or workmanship. Contractor shall remedy any defects and pay for any damages resulting therefrom which appear within a period of one year after final acceptance of the work unless otherwise stated in the specifications herein.
3. **Acknowledgement of Amendments:** Bidder's 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, or by letter. The acknowledgment must be received by the place specified for receipt of Bids.
4. **Affirmative Steps:**
 - A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- B. Assuring that small and minority businesses and women's business enterprise are solicited whenever they are potential sources;
 - C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 - D. Establishing delivery schedules, where the requirement permits, which encourage participation by small minority businesses and women's business enterprises;
 - E. Using the services and assistance, as appropriate, of such organization as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
5. **Applicable Law:** The Agreement 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.
6. **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.
7. **Change Orders:** Without invalidating the Agreement, 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 Agreement 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 Agreement 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 Agreement 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.

8. **Conflict of Interest:** Neither the County nor any of its contractors or their subcontractors shall enter into any Agreement, 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 in 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, office 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.

9. **Copyrights, Patent, and Trademark:**

- A. If awarded an Agreement, the Contractor agrees that the work requested herein is “work for hire” and shall irrevocably transfer, assign, set over, and convey to the County all right, title and interest, including sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the Agreement. The Contractor further agrees to execute such documents as the County may request to affect such transfer or assignment.
- B. Further, the Contractor agrees that the rights granted to the County by this section are irrevocable. Notwithstanding anything else in this solicitation, the Contractor’s remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred in this section. Similarly, no termination of any agreement entered into as a result of this solicitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this “Copyright” section.
- C. The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as part of any agreement entered

into as a result of this solicitation is prohibited unless the County approves the use of subcontractors or third parties in writing in advance and such subcontractors or third parties agree to include the provision of this section as part of any contract they enter into with the Contractor for work related to this Agreement.

- D. If anything included in a deliverable limit the rights of the County to use the information for its own internal use, the deliverable shall be considered defective and not acceptable.
- E. In addition to the above, pursuant to the CDBG-MIT Subrecipient Agreement, the County, as the Recipient has certain obligations related to copyrights, patents, and trademarks, which are hereby imputed to the Contractor, who shall be governed by the same:
 - a. Any and all patent rights accruing under or in connection with the performance of the Agreement shall be reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of the Agreement shall be transferred by the Recipient to the State of Florida.
 - b. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
 - c. If any discovery or invention is developed in the course of or as a result of work or services performed under the Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to FloridaCommerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of the Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify FloridaCommerce. Any copyrights accruing under or in connection with the performance under the Agreement are transferred by the Recipient to the State of Florida.
 - d. Within 30 calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and FloridaCommerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

10. **Debarred or Suspended Entities:** Per Appendix II to Part 200(H), Sub-recipients must comply with CDBG regulations regarding debarred or suspended entities, specifically including 24 CFR §570.6099. Contracts and Sub-contracts must not be awarded to parties listed on the government wide exclusion in the System for

Award Management (SAM).

11. **Development Costs:** Neither the County nor its representative shall be liable for any expenses incurred in connection with the preparation of a response to this Solicitation. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the Solicitation.

12. **Disputes:** All controversies between the County and the Contractor which arise under, or are by virtue of, this Agreement 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 Agreement 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.

13. **Domestic Preference:** Domestic Preference requirement as outlined in 2 CFR 200.322(a) are hereby incorporated into this Agreement, setting forth requirements that, to the greatest extent practicable under its Federal awards, a preference be implemented for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). As such 2 CFR 200.322(a) pertains principally to the acquisition of goods, products, or materials, which typically would occur under a construction contract. The Contractor does hereby agree to include, if and when applicable, the requirements of 2 CFR 200.322(a) in any sub-contracts or bid documents for services where such acquisition would occur. As this Agreement has no sub-contractors and is to provide Design and Permitting documents, the regulation likely would be inapplicable.
14. **Energy Efficiency:** The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
15. **Equal Employment Opportunity:** The County recognized fair and open competition as a basic tenet of public procurement and encouraged participation by minority and women business enterprises.

16. **Equipment:** Contractor shall provide, at Contractor's expense, all machinery, equipment, tools, superintendence, labor, insurance, and all other accessories necessary to furnish the product(s) or service(s) in accordance with the specifications set forth herein.
17. **E-Verify:** Vendors/Contractor:
- A. 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
 - B. 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.
18. **Execution of Bid:** Bid must contain a manual signature of an authorized representative in the space provided.
19. **Housing and Urban Development (HUD) Act of 1968 SECTION 3:**
- All Section 3 covered contracts and subcontracts must include the following clause:
- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to

take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled:
 - a. after the contractor is selected but before the contract is executed, and
 - b. with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

20. Indemnification and Insurance:

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a part to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. 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 Agreement.
- B. To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the County 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 County for the negligent acts or omissions of the County, 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 Agreement. This indemnification shall survive the termination of the Agreement.

C. Contractor agrees to include the following indemnification in all contracts with contractors, subcontractors, Contractors, or subcontractors (each referred to an "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement.

21. **Informalities and Irregularities:** The County has the right to waive minor defects or violations of a solicitation 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.
22. **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.
23. **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.
24. **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 Agreement.
25. **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 Agreement; or the negligence of the Contractor in the performance of

its duties under this Agreement, 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.

26. **Local Preference:** Not applicable to this solicitation.
27. **Non-conforming Terms and Conditions:** A Solicitation response that includes terms and conditions that do not conform to the terms and conditions in the Solicitation documents is subject to rejection as non-responsive. The County reserves the right to permit the respondent 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.
28. **Bid Opening:** The Bid opening shall be public on the date and at the time specified in the Solicitation Documents. 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 SOLICITATION FILE unopened. Offers by telephone or facsimile for a sealed bid or proposal will not be accepted.
29. **Provisions Required by Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.
30. **Public Records Requirement:** The Contractor is required to keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service sought herein. The Contractor must provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law. The Contractor must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Contractor must meet all requirements for retaining public records and, upon termination of the contract, must transfer, at no cost, all public records in its possession to the County and destroy any duplicate public records that are exempt or confidential and exempt from disclosure. All records stored electronically must be provided to the County in a format that is compatible with the County's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-993-4800, EXTENSION 201, 201 E. OAK STREET (SECOND FLOOR), ARCADIA, FLORIDA OR S.ALTMAN@DESOTOBCCC.COM.

31. **Retention of Records:** The Administrator shall retain all records relating to the Agreement for **SIX (6)** years after the Local Government makes final payment and all other pending matters are closed.
32. **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 solicitation opening and the solicitation number if applicable.
33. **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 Agreement.
34. **Termination for Convenience:** The County reserves the right to cancel this Agreement 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 Agreement 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 Agreement 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 the 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.

35. **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 Agreement within

the time stipulated. Upon default by the Contractor to meet any term of this Agreement 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 County. Failure on the Contractor's part to correct the default within the approved time period shall result in the Agreement 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 Agreement and/or within the time required or failing to use the sub-contractors, entities, and personnel as identified and set forth, and to the degree specified in the Agreement.
- Failure to begin the Work under this Agreement 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 Agreement.
- 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 Agreement.
- Failure to comply with any of the terms of the Agreement.
- Failure to pay Subcontractors or others pursuant to Work done under this Agreement.

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 Agreement will be the property of the County.

The County's Administration Department 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.

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

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DESOTO COUNTY**

SPECIAL CONDITIONS

1. FEDERAL GRANT REQUIREMENTS:

This solicitation is being procured in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200.

Any resultant Agreement will be funded in full or in part by the State of Florida Department of Economic Opportunity (FloridaCommerce) Federally Funded Community Development Block Grant Mitigation Program (CDBG-MIT) Subrecipient Agreement (FloridaCommerce Agreement No. MT040), attached hereto as Attachment A, and made part hereof.

Pursuant to Section 18 of the CDBG-MIT Subrecipient Agreement, the Contractor agrees:

- i. the period of performance or date of completion;
- ii. the performance requirements;
- iii. that the contractor is bound by the terms of this Agreement;
- iv. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- v. that the contractor shall hold FloridaCommerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;

The Contractor further agrees to comply with the federal provisions related to grant funds attached hereto as Attachment B, and made part hereof.

2. INSURANCE REQUIREMENTS:

Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods and services:

Contractor, upon its part, agrees to protect, indemnify, save harmless, and ensure the County from any liability to any persons for injuries to the person, including homicide, or damage to property, resulting from the acts or omissions of the Contractor for performing its obligations under this contract. The parties expressly recognize that the relationship between the County and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant, or employee of the County. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by the County:

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:

The respondent shall maintain, during the life of the contract, commercial general liability insurance in the amount of at least \$1,000,000 combined single limit. If such CGL contains a general aggregate limit, it shall apply separately to this project in the amount of \$2,000,000. CGL insurance shall include broad form contractual liability insurance and coverage for independent contractors, bodily injury, property damage liability for premises, products, and completed operations, and personal injury.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

The respondent shall maintain, during the life of the contract, comprehensive automobile liability insurance in the amounts of \$500,000 combined single limit for bodily injury and property damage to protect the respondent from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the respondent or by anyone directly or indirectly employed by the respondent.

UMBRELLA LIABILITY:

Umbrella or Excess Liability Insurance of at least \$5,000,000 per occurrence. Evidence of Insurance shall be furnished by the vendor to DeSoto County. Certificates of insurance are to be signed by a person authorized by the insurer to bind coverage on its behalf. DeSoto County is to be specifically included as additional insured on all policies except workers' compensation and Errors and Omissions insurance. If the vendor is exempt from workers' compensation requirements, they are to submit a DWC-252 Certificate of Exemption Form. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued 30 days prior to the 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 DeSoto County before the commencement of work activities.

PROFESSIONAL LIABILITY:

The respondent shall purchase and maintain Errors and Omissions insurance with minimum limits of \$2,000,000 per occurrence. If a claims-made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

EVIDENCE OF INSURANCE:

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$ 500,000 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 Agreement. 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.

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.

3. **Work must begin no later than 10 days after the issuance of a Notice to Proceed, unless otherwise provided. The awarded Contractor will provide Construction Services for the C.R. 769 Bridge No. 040022 over Horse Creek – Scour Countermeasures, Pile Jacketing, and Miscellaneous Improvements Project (FloridaCommerce Agreement No. MT040) and shall have TWO HUNDRED TWENTY-FIVE (225) calendar days for Substantial Completion with an additional THIRTY (30) calendar days for Final Completion for a maximum construction time of TWO HUNDRED FIFTY-FIVE (255) calendar days.**
4. The County may terminate this Agreement at its convenience with 10 days advance written notice to the Contractor.
5. 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 inquiries, 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.**

6. 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 Comprehensive General Liability and Comprehensive Automobile Liability. DeSoto County 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 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage.
7. 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.**
8. ADDITIONAL INFORMATION: Questions about the Agreement 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 Agreement and/or 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 to the 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, CPPO, CPPB
Purchasing Director
DeSoto County Board of County Commissioners
Purchasing Department
201 East Oak Street, Suite 203
Arcadia, Florida 34266
863-993-4816 Office
863-993-4819 Fax
c.talamantez@desotobocc.com

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ORIGINAL

DeSoto County Board of County Commissioners
Purchasing Division
201 E. Oak Street Suite 203
Arcadia, FL 34266
PH: 863-993-4816
Fax: 863-993-4819
www.desotobocc.com



Project Number: 26-02-00 Invitation to Bid

Title: DeSoto County Community Development Block Grant Mitigation Program (CDBG-MIT) Construction Services for C.R. 769 Bridge No. 040022 over Horse Creek – Scour Countermeasures, Pile Jacketing, and Miscellaneous Improvements Project (FloridaCommerce Agreement No. MT040).

Description: The DeSoto County Board of County Commissioners is seeking formal Bids from qualified firms and/or individuals for the Community Development Block Grant Mitigation Program (CDBG-MIT) Construction Services for C.R. 769 Bridge No. 040022 over Horse Creek – Scour Countermeasures, Pile Jacketing, and Miscellaneous Improvements Project (FloridaCommerce Agreement No. MT040), as indicated within the context of this Bid.

Pre-Bid/Proposal Conference: October 21, 2025, at 11:00 AM

Location: DeSoto County Administration 201 E. Oak Street, 1st Floor Boardroom, Arcadia, Florida 34266 with a possible on-site visit immediately following the meeting.

Mandatory: Yes [] No [X]

Bid Due Date: November 10, 2025, by 2:00 PM

Bids must be submitted sealed to the Purchasing Office at 201 E. Oak St., Suite 203, Arcadia, FL 34266.

Bids submitted after the indicated time will not be considered but returned unopened to sender.

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

Special Instructions: Submit one (1) original marked as such and two (2) copies. Bidder must also include one (1) electronic copy of full Bid on a flash drive.

BIDDER/PROPOSER REGISTRATION

FAX: (863)993-4819

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

Company Name: Viking Diving Services Inc.
Contact Person: THOR HANSTED
Mailing Address: 3420 ENTERPRISE RD
City: FT PIERCE State: FL. Zip Code: 34982
Phone: 954-439-2330 Fax: 772-460-6710 Email: THOR@VIKINGDIVINGSERVICES.COM

Notes:

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

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

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

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

All first-time vendors must submit a W-9 Form with their response in order to be entered into the County's billing system.

EXHIBIT C

SECTION 3
BID PROPOSAL FORM

CDBG-MIT FUNDED CONSTRUCTION SERVICES
C.R. 769 BRIDGE NO. 040022 OVER HORSE CREEK –
SCOUR COUNTERMEASURES, PILE JACKETING & MISCELLANEOUS IMPROVEMENTS
FLORIDA COMMERCE AGREEMENT NO.: MT040
INVITATION TO BID NO.: 26-02-00

Bid of Viking Dredge Services Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida doing business as Viking Dredge Services*, 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 Construction Services for C.R. 769 Bridge No. 040022 over Horse Creek – Scour Countermeasures, Pile Jacketing, and Miscellaneous Improvements in strict accordance with the CONTRACT DOCUMENTS, 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 PROJECT within Two Hundred Fifty-Five (255) consecutive calendar days thereafter.

BIDDER acknowledges receipt of the following ADDENDA:

Number 1, dated OCT 16TH 2025

Number 2, dated NOV 7 2025

Number 3, dated NOV 10 2025

Number 4, dated NOV 12 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.***

ORIGINAL

DESOTO COUNTY BID FORM
CDBG-MIT FUNDED CONSTRUCTION SERVICES FOR CR 769 BRIDGE NO. 040022 OVER HORSE CREEK
BID NO. 26-02-001TB

BASE BID ALTERNATE #1 – ARTICULATED CONCRETE BLOCK (ACB) REVETMENT SYSTEM

| ITEM # | ITEM DESCRIPTION | QTY | UNITS | PRICE PER UNIT (\$) | COST (\$) |
|--|---|-------|-------|----------------------|-----------------------|
| 101-1 | Mobilization | 1 | LS | 99,140 ⁰⁰ | 99,140 ⁰⁰ |
| 102-1 | Maintenance of Traffic | 1 | LS | 44,600 ⁰⁰ | 44,600 ⁰⁰ |
| 102-78-1 | Raised Pavement Marker | 32 | EA | 10 ⁰⁰ | 320 ⁰⁰ |
| 110-1-1 | Clearing and Grubbing | 1 | LS | 28,860 ⁰⁰ | 28,860 ⁰⁰ |
| 120-5 | Channel Excavation | 747 | CY | 165 ⁰⁰ | 123,255 ⁰⁰ |
| 327-70-1 | Milling Existing Asphalt Pavement, 1" Avg Depth | 360 | SY | 55 ⁰⁰ | 19,800 ⁰⁰ |
| 334-1-13 | Superpave Asphaltic Concrete, Traffic 'C' (1")(SP-9.5) (Approach Slabs) | 22 | TN | 145 ⁰⁰ | 3190 ⁰⁰ |
| 401-70-4 | Restore Spalled Areas, Portland Cement Grout | 22 | CF | 690 ⁰⁰ | 15,180 ⁰⁰ |
| 457-1-22 | Standard Integral Pile Jacket, Non-Structural, 16.1 to 30" | 394 | LF | 805 ⁰⁰ | 317,170 ⁰⁰ |
| 458-1-21 | Bridge Deck Expansion Joint, Rehabilitation, Poured Joint with Backer Rod | 408 | LF | 100 ⁰⁰ | 40,800 ⁰⁰ |
| 530-4-6 | Articulating Concrete Block Revetment System | 1,794 | SY | 295 ⁰⁰ | 529,130 ⁰⁰ |
| 530-74 | Bedding Stone | 754 | TN | 101 ⁵⁴ | 76,600 ⁰⁰ |
| 536-7-2 | Special Guardrail Post for Concrete Structure Mount (Steel) | 25 | EA | 328 ⁰⁰ | 8200 ⁰⁰ |
| 705-10-3 | Object Markers, Type 3 | 4 | EA | 228 ⁰⁰ | 912 ⁰⁰ |
| 711-16-101 | Thermoplastic, STD, White, Solid 6" | 0.068 | GM | 26,470 ⁵⁹ | 1800 ⁰⁰ |
| 711-16-201 | Thermoplastic, STD, Yellow, Solid 6" | 0.068 | GM | 26,470 ⁵⁹ | 1800 ⁰⁰ |
| 713-103-101 | Permanent Tape on Bridge, White, Solid, 6" | 0.121 | GM | 19,834 ⁷¹ | 2400 ⁰⁰ |
| 713-103-201 | Permanent Tape on Bridge, Yellow, Solid, 6" | 0.121 | GM | 21,487 ⁶⁰ | 2600 ⁰⁰ |
| W-101 | Temporary Access & Restoration | 1 | LS | 48,000 ⁰⁰ | 48,000 ⁰⁰ |
| W-102 | Erosion/Siltation Protection Facilities & Turbidity Monitoring | 1 | LS | 12,000 ⁰⁰ | 12,000 ⁰⁰ |
| W-103 | Fix Wing Wall | 1 | LS | 10,000 ⁰⁰ | 10,000 ⁰⁰ |
| W-104 | Replace Guardrail Reflectors | 18 | EA | 25 ⁰⁰ | 450 ⁰⁰ |
| W-105 | Impact Face Object Marker | 6 | EA | 250 ⁰⁰ | 1,500 ⁰⁰ |
| BASE BID ALTERNATE #1 GRAND TOTAL | | | | | 1,387,807.00 |

WRITE OUT AMOUNT: Base Bid Alternate #1 Total

ONE MILLION THREE HUNDRED EIGHTY SEVEN THOUSAND
 EIGHT HUNDRED AND SEVEN DOLLARS —

Company: Viking Diving Services Inc.

Address: 3420 ENTERPRISE RD

City, State, Zip Code: FT. DICKER FL. 34982

Signature: [Signature]

Email: THOR@VIKINGDIVINGSERVICES.COM

DESOTO COUNTY BID FORM (cont'd.)
CDBG-MIT FUNDED CONSTRUCTION SERVICES FOR CR 769 BRIDGE NO. 040022 OVER HORSE CREEK
BID NO. 26-02-00ITB

NOTE: Bid Alternate #2 is not a standalone bid. If submitting pricing for the Riprap Alternate, Bidder must also submit the full Base Bid Alternate #1.

| BID ALTERNATE #2 – RIPRAP REVETMENT (DEDUCTIVE ALTERNATIVE TO BASE BID ALTERNATE #1) | | | | | |
|---|---|----------|-------|---------------------|---------------------|
| ITEM NUMBER | ITEM DESCRIPTION | QUANTITY | UNITS | PRICE PER UNIT (\$) | COST (\$) |
| A1 | Grand Total for Base Bid Alternate #1 <i>(for reference only – this amount must exactly match the total entered for Base Bid Alternate #1)</i> | 1 | LS | 1,387,807.00 | 1,387,807.00 |
| 530-4-6 | (DEDUCT) Articulating Concrete Block Revetment System <i>(Deduct amount must exactly match the value bid for Line Item 530-4-6 under Base Bid Alternate #1)</i> | -1,794 | SY | 295 ⁰⁰ | 529,230.00 |
| 530-3-3 | Rip Rap Bank and Shore | 3,238 | TN | 176 ³⁴ | 571,000.00 |
| 530-74 | Bedding Stone | 175 | TN | 141 ⁵⁴ | 24,769.00 |
| 120-5 | Channel Excavation | 1,531 | CY | 175 ⁰⁰ | 267,925.00 |
| BID ALTERNATE #2 GRAND TOTAL | | | | | 1,722,271.00 |

WRITE OUT AMOUNT: Bid Alternate #2 Total

ONE MILLION SEVEN HUNDRED AND TWENTY TWO THOUSAND
TWO HUNDRED AND SEVENTY ONE DOLLARS —

Company: Viking Dredging Services LLC

Address: 3420 ENTERPRISE RD

City, State, Zip Code: FT. PIERCE FL. 34982

Signature: RIZ

Email: THOR@VIKINGDREDGINGSERVICES.COM

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BID SUMMARY FORM AND AWARD SELECTION CRITERIA

26-02-00ITB

The following table summarizes the bid options for this project. Please complete the corresponding bid forms for each option submitted. At the time of the bid opening, the bids will be reviewed as follows:

| Bid Option | Description | Amount (\$) | Amount in Words |
|------------|-----------------------------|------------------------|---|
| Option 1 | Base Bid Alternate #1 (ACB) | \$ <u>1,387,807.00</u> | ONE MILLION THREE HUNDRED AND EIGHTY SEVEN THOUSAND EIGHT HUNDRED AND SEVEN DOLLARS - |
| Option 2 | Bid Alternate #2 (Riprap) | \$ <u>1,722,271.00</u> | ONE MILLION SEVEN HUNDRED AND TWENTY TWO THOUSAND TWO HUNDRED AND SEVENTY ONE DOLLARS - |

The County reserves the right to select the bid option that best serves the County's interest. Award may be based on the lowest responsive and responsible bid for either option, or a combination thereof. The County also reserves the right to modify the scope of work, including adjustments to quantities or individual bid items, as necessary to remain within the project's available funding.

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THH

STATEMENT OF NO RESPONSE

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

If you **do not** intend to submit a Bid on this service, please return this form to the above address immediately or fax to 863-993-4819.

We the undersigned have declined to submit a Bid on the requested service:

ITB No. 26-02-00, CDBG-MIT Funded Construction Services for C.R. 769 Bridge No. 040022 over Horse Creek – Scour Countermeasures, Pile Jacketing, and Miscellaneous Improvements (FloridaCommerce Agreement No. MT040), for the following reason(s):

☐ Insufficient time to respond to the Invitation to Bid.

☐ We do not offer this service.

☐ Our schedule would not permit us to perform.

☐ Unable to meet bond/insurance requirements.

☐ Unable to meet specifications.

☐ Specifications are unclear (explain below).

☐ Remove us from your vendors' list for this service.

☐ Other (specify below).

Remarks: _____

Company Name: _____

Signature: _____

Address: _____

Telephone: _____

Email Address: _____

Date: _____

N/A

QUALIFICATIONS STATEMENT
(CERTIFICATION SUBMITTAL ONE)

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

SUBMITTED TO: **PURCHASING DEPARTMENT**
ADDRESS: **201 E. OAK STREET, SUITE 203**
ARCADIA, FLORIDA 34266

CIRCLE ONE

SUBMITTED BY: VIKING DRY SERVICES INC. Corporation
NAME: THOR HARSTER Partnership
ADDRESS: 3420 ENTERPRISE RD Individual
PRINCIPAL OFFICE: FT. PIERCE FL. 34982 Joint Venture
Other
EMAIL: THOR@VIKINGDRYSERVICES.COM

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: VIKING DRY SERVICES INC.

The address of the principal place of business is: 3420 ENTERPRISE RD
FT. PIERCE FL 34982

2. If the Offeror is a corporation, answer the following:

- a. Date of Incorporation: 8-28-2002
- b. State of Incorporation: FLORIDA
- c. President's name: THOR HARSTER
- d. Vice President's name: PILAR ALAYO
- e. Secretary's name: THOR HARSTER
- f. Treasurer: PILAR ALAYO
- g. Name and address of Resident Agent: THOR HARSTER
2899 SE GRAND DR. APT. FL. 34952

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

- a. Date of organization: _____
- 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: _____

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?

23 years

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

na

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

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

Yes ☒

No _____

9. Did you attend the Pre-Bid Conference? Yes X No _____

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

NO

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

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 | Email | Telephone |
|--------------------|----------------------|--|---------------------------------|--------------|
| FDOT District 4 | ERIK NEMATI | 3400 W. Commercial Blvd Ft Lauderdale | erik.nemat@dot.state.fl.us | 954-299-6441 |
| AE ENGINEERING | ANDRES ATE HORTOA | | aatehortoa@aeengineeringinc.com | 786-236-0791 |
| SFWMD | Cleevens Overrier | 3301 Gun Club Rd W.P.B, FL | cgverrier@sfwmd.gov | 954-461-7083 |

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

Thor Harster - Owner - Contractor License
SCC131151606 Marine Contractor.
Resume Attached.

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

Thor Harster / Miguel Campas

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDED 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 BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

[Signature]

SIGNATURE

State of Florida Florida
County of St. Lucie

On this the 10th day of November, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared

Thor Harster 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.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



KELLY A. GREEN
Notary Public
State of Florida
Comm# HH602042
Expires 10/22/2028

Kelly A. Green
(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.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
(CERTIFICATION SUBMITTAL TWO)

State of FLORIDA
County of ST. LUCIE

110022 Hunter, being first duly sworn, deposes and says that:

1. he/she is President of 110022 Hunter, the Bidder that has submitted the attached Bid;
2. he/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
5. The qualifications quoted in the attached Bids as well as subsequent negotiated prices, following evaluation and of the firms' qualifications by the County, are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: [Signature]

Title: President

Subscribed and sworn to before me this 10 day of November, 2025

[Signature]
Notary Public

My Commission Expires: 10-22-2028



KELLY A. GREEN
Notary Public
State of Florida
Comm# HH602042
Expires 10/22/2028

DRUG-FREE WORKPLACE FORM
(CERTIFICATION SUBMITTAL THREE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies:

That VIKING DRUG SERVICES does:
(Name of Business)

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 employee 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 programs, 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 employee 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, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States 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]
Bidder's Signature

10/31/25
Date

VIKING DRUG SERVICES
Company Name

INSURANCE
(CERTIFICATION SUBMITTAL FOUR)

By signing below the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the Bidder will provide all insurance coverage as required in ITB #26-02-00.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The County will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of the County



Bidder (signature)

10/31/25

Date



Name of Authorized Representative

Viking Design Services

Company Name

INDEMNIFICATION
(CERTIFICATION SUBMITTAL FIVE)

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the County, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) to the extent arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the County, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the County, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance of the Contractor of the last payment shall be a release to the County and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the County or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: [Signature]
Signature of Owner or Officer

DATE: 10/31/25

ATTEST: _____
Corporate Secretary or Witness

772-460-6710
Organization Phone Number

STATE OF: Florida

COUNTY OF: St. Lucie

The foregoing instrument was acknowledged before me this 10th day November of 2025 by
Viking Diving Services, of Viking Diving Services
(Company Name). Thor Harster

He/She is personally known to me or has produced _____ as identification, and
did ____/did not ____ take an oath.

[Signature]
Signature of Notary

Kelly A. Green
Printed Name of Notary

(Seal)



KELLY A. GREEN
Notary Public
State of Florida
Comm# HH602042
Expires 10/22/2028

My Commission Expires: 10-22-2028

SWORN STATEMENT PURSUANT TO
FLORIDA STATUTES SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES
(CERTIFICATION SUBMITTAL SIX)

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

1. This sworn statement is submitted to _____
[print name of the public entity]

by THOMAS HANSTED, PRES. for JUNK DUMP SERVICES
[print individual's name and title] [print name of entity submitting sworn statement]

whose business address is 3420 ENTERFACE RD FT. PIERCE FL. 34982

and its Federal Employer Identification Number (FEIN) or Social Security Number (SSN)

of the individual signing this sworn statement is SS-0794130.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

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

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

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attached is a copy of the final order]

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I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



[signature]

STATE OF Florida

COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me on this 10th day of

November, 2025 by Thor Harster

who is personally known to me and who _____ did / _____ did not take an oath.


Signature of Notary



KELLY A. GREEN
Notary Public
State of Florida
Comm# HH602042
Expires 10/22/2028

Kelly A. Green
Printed Name of Notary

(Seal)

My Commission Expires: 10-22-2028

CONTRACTING WITH MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)
(CERTIFICATION SUBMITTAL SEVEN)

By signing below the Bidder is stating that they fully understand the Minority/Woman-owned Business Enterprises (MWBE) requirements for the project and if awarded will adhere to 2 CFR 200.321(b)(6), and the requirements in ITB #26-02-00, in hiring any subcontractors, if applicable.

DeSoto County is an Equal Employment Opportunity employer and makes it a priority to ensure minority and women owned business enterprises are extended every opportunity to participate in procurement opportunities the County offers for projects and services. The County takes all necessary affirmative steps, as outlined in 2 CFR 200.321, to assure that minority owned businesses, women owned business enterprises, and labor surplus area firms are used when possible.

For this procurement and all federally funded procurements, the County shall:

- Maintain an updated solicitation list of all qualified minority and women owned business enterprises in DeSoto County and the counties in the same surrounding regional area to DeSoto County;
- Utilize the services provided by the Florida Office of Supplier Diversity and its website to maintain and update the County's minority and women owned business enterprises solicitation;
- Directly solicit by mail, phone, fax, or email all applicable vendors on the County's qualified minority and women business enterprises list providing them with notification of the procurement opportunity the County is offering;
- When economically feasible and allowable, the County will divide total requirements into smaller tasks or quantities to permit maximum participation by small and minority owned businesses, and women's owned business enterprises. (such divisions or reductions shall not be allowed to circumvent requirement thresholds for bonding or insurance);
- Where requirements and schedules of funding entities permit flexibility, establish delivery schedules which encourage participation by small and minority owned businesses, and women owned business enterprises.

In instance where procured prime contractor will utilize subcontractors, the prime contractor shall take affirmative steps, as outlined above, to assure that minority owned businesses, women owned business enterprises, and labor surplus area firms are used as subcontractors when possible.

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



Bidder (signature)

10/31/25

Date



Name of Authorized Representative

Virgo Direct Services

Company Name

ACCESS TO RECORDS AND RECORDS RETENTION CLAUSE
(CERTIFICATION SUBMITTAL EIGHT)

By signing below the Bidder is stating that they fully understand the Access to Records and Records Retention requirements for the project and if awarded the Bidder will ensure compliance with the requirements and as required in ITB #26-02-00, and as outlined below:

ACCESS TO RECORDS

1. The County, FloridaCommerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the Bidder, which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to this Agreement.
2. PUBLIC RECORDS ACCESS:
 - a. The Bidder shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S.
 - b. The Bidder shall keep and maintain public records required to perform the services under this Agreement.
 - c. This Agreement may be unilaterally canceled by the County for refusal by the Bidder to either provide public records to the County upon request, or to allow inspection and copying of all public records made or received by the Bidder in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
 - d. If the Bidder meets the definition of "contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Bidder of the request, and the Bidder must provide the records to the County or allow the records to be inspected or copied within a reasonable time. If the Bidder fails to provide the public records to the County within a reasonable time, the Bidder may be subject to penalties under s. 119.10, F.S.
 - ii. Upon request from the County's custodian of public records, the Bidder shall provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. The Bidder shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Bidder does not transfer the records to the County.
 - iv. Upon completion of the Agreement, the Bidder shall transfer, at no cost to County, all public records in possession of the Bidder or keep and maintain public records required by the

County to perform the services under this Agreement. If the Bidder transfers all public records to the County upon completion of the Agreement, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Agreement, the Bidder shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to County, upon request from the County's custodian of public records, in a format that is accessible by and compatible with the information technology systems of County.

- e. If the Bidder has questions regarding the application of Chapter 119, Florida Statutes, to the Bidder's duty to provide public records relating to this agreement, contact the County's custodian of public records by telephone at 863-993-4800, by email at s.altman@desotobocc.com or at the mailing address below:

DeSoto County Board of County Commissioners
Attention: Public Records Custodian
201 East Oak Street, Suite 201
Arcadia, Florida 34266

RETENTION OF RECORDS

1. The Bidder shall retain all records relating to this contract for six (6) years after the County makes final payment and all other pending matters are closed.
2. If any litigation, claim, or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.



Bidder (signature)

10/31/25

Date

THOMAS HARSTEN

Name of Authorized Representative

VIKING AUDIO SERVICES


Company Name

E-VERIFY RESPONSIBILITY
(CERTIFICATION SUBMITTAL NINE)

By signing below the Bidder states that they fully understand the E-Verify requirements outlined in (Section 448.095 Florida Statute and under Executive Order 11-116) and for the project and if awarded the Bidder will provide all E-Verify documentation as required in ITB #26-02-00.

As a condition precedent to entering into an Agreement, and in compliance with Section 448.095, Fla. Stat., the Bidder, and its subcontractors, shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a. The Bidder shall provide the County and require each of its subcontractors to provide the Bidder, with an affidavit (Exhibit B) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Bidder shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of its Agreement with the County.
- b. The County, Bidder, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the Bidder otherwise complied, shall promptly notify the Bidder and the Bidder shall immediately terminate the contract with the subcontractor.
- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. the Bidder acknowledges that upon termination of this Agreement by the County for a violation of this section by Bidder, the Bidder Administrator may not be awarded a public contract for at least one (1) year. The Bidder further acknowledges that they are liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.
- e. Subcontracts. The Bidder or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The Bidder shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.



Bidder (signature)

10/31/25

Date



Name of Authorized Representative



Company Name

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

STATE OF Florida

COUNTY OF ST. LOUIS

BEFORE ME, the undersigned authority, appeared Tim Hester, 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 JIMMY DRIVING SERVICES (the "Contractor/Consultant/Vendor").
4. I am authorized by JIMMY DRIVING SERVICES 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.

[Signature]

Signature of Affiant
on behalf of Contractor/Vendor

By: Thor Harster
As its: President
Dated: 10/31/25

STATE OF Florida
COUNTY OF St. Lucie

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10th day of November, 2025 by Thor Harster, on behalf of Viking Diving Services, who is personally known to me or who has produced _____ as identification.



KELLY A. GREEN
Notary Public
State of Florida
Comm# HH602042
Expires 10/22/2028

[Signature]

Print Name: Kelly A. Green
Notary Public of the State of Florida

My Commission Expires:

DOMESTIC PREFERENCE
(CERTIFICATION SUBMITTAL TEN)

By signing below the Bidder is stating that they fully understand the Domestic Preference requirements as outlined in 2 CFR 200.322(a) for the project and if awarded the Bid will ensure compliance with the regulation and as required in the regulation and ITB #26-02-00.

The County, as appropriate and to the extent consistent with law, shall, to the greatest extent practicable under its Federal awards, require a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The County shall include these requirements in all subawards including all contracts and purchase orders for work or products under its Federal awards. These provisions shall primarily be applicable to procurements of construction bidding, construction contracting and construction work. Secondly, these provisions shall set standards for grant administration and project engineering firms to ensure the incorporation of these requirements in projects documents and oversight of the construction contractor to ensure compliance with the Domestic Preference requirements.

Construction Procurements and Awards

Procurements for Federally funded construction services shall include a requirement that the bidder and selected construction contractor agree to execute a contract including the Domestic Preference provisions and additionally require that said contractor adhere to the Domestic Preference provisions outlined in the construction bidding specifications and contract provisions incorporating the requirements of 2 CFR 200.322(a).

Project Engineering Procurements and Awards

Procurements for Federally funded engineering services shall include a requirement that the Bidder and selected engineering firm incorporate Domestic Preference provisions in construction bidding specifications and contract specifications and shall also include a requirement that the engineering firm provide oversight to ensure the construction contractor adheres to the Domestic Preference requirements during implementation of the construction work.

Grant Administration Procurements and Awards

Procurements for Federally funded grant administration services shall include a requirement that the Bidder and selected firm provide oversight of construction specifications and implementation of construction work to ensure the inclusion of the Domestic Preference requirements are adhered to.



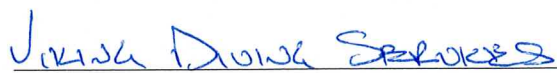
Bidder (signature)

10/31/25

Date



Name of Authorized Representative



Company Name

SAM.GOV REGISTRATION - DEBARMENT AND SUSPENSION
(CERTIFICATION SUBMITTAL ELEVEN)

By signing below the Bidder states that they fully understand the requirement that they must be registered with the System for Award Management (SAM.GOV). The Bidder additionally understands and acknowledges they are ineligible for contracting under this ITB #26-02-00 if their names, and or parties are listed as debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. Furthermore, the BIDDER

a. Contract(s) awarded as a result of this Invitation to Bid, is/are covered transaction for the purposes of 2 C.F.R. Part 180, 2 C.F.R. Part 3000, 24 C.F.R. Part 570.609, 24 C.F.R. Part 5.105 (c), 2 C.F.R. Part 2424, and Appendix II to Part 200 (h). As such the BIDDER is required to verify that none of the BIDDER, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The BIDDER must comply with 2 C.F.R. Part 180, Subpart C, 2 C.F.R. Part 3000, Subpart C, 24 C.F.R. Part 570.609, 24 C.F.R. Part 5.105 (c), 2 C.F.R. Part 2424, and Appendix II to Part 200 (h), and must include a requirement to comply with these regulations in any lower-tier transaction it enters into.

c. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the BIDDER did not comply with 2 C.F.R. Part 180, Subpart C, 2 C.F.R. Part 3000, Subpart C, 24 C.F.R. Part 570.609, 24 C.F.R. Part 5.105 (c), 2 C.F.R. Part 2424, and Appendix II to Part 200 (h) in addition to remedies available to the State of Florida and the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, 2 C.F.R. Part 3000, Subpart C, 24 C.F.R. Part 570.609, 24 C.F.R. Part 5.105 (c), 2 C.F.R. Part 2424, and Appendix II to Part 200 (h) while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Additionally, the Bidder understands they may be precluded from award of contracting under this ITB #26-02-00 if they deemed by the evaluation committee to not be a responsible vendor based on their work history, references, other problems, such as completing projects in a timely manner or failures to implement their work on past projects as outlined in those scopes of work for such projects.



Bidder (signature)

10/31/25

Date



Name of Authorized Representative

Viking Diving Services

Company Name

CONFLICTS OF INTEREST
(CERTIFICATION SUBMITTAL TWELVE)

By signing below the Bidder states that they fully understand the requirements, as outlined in 2 CFR 200.319(b) that prohibits contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for Bids must be excluded from competing for such procurements. If the Bidder developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for Bids for the work outlined in this ITB #26-02-00, the Bidder may not be considered for work under this ITB.

The Bidder hereby attests and certifies that they did not participate in the development or drafting of this ITB.

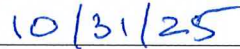
The Bidder understands and is committed to declaring any real or perceived conflicts of interest to the County.

The Bidder understands that in the event of a conflict of interest, either actual or perceived the County staff and/or members of the:

- Publicly declare the conflict,
- Abstain from any participation in the said procurement(s), including drafting ITB, Bid evaluation, ranking, voting on, or awarding, and
- Member of the County Commission shall complete Form 8B.



Bidder (signature)



Date



Name of Authorized Representative



Company Name

SECTION 3 REQUIREMENTS
(CERTIFICATION SUBMITTALS THIRTEEN)

By signing below the Bidder is stating that they fully understand the Section 3 requirements as outlined in 24 CFR 75 and required under the project served by ITB # 26-02-00. If awarded, the Bidder will ensure compliance with the regulation, and will complete and provide required certifications and reports (see pages following) and maintain and provide documentation of the same to the County, as required. The Bidder will additionally ensure that its subcontractors provide the required certifications and reports (see pages following) and maintain and provide documentation as requested and required.

Under CDBG Subrecipient Agreements executed between the County and FloridaCommerce (previously DEO) on or before November 30, 2020, Section 3 requirements are applicable to all Vendors, including construction, grant administration and project engineering. Under CDBG Subrecipient Agreements executed between the County and FloridaCommerce (previously DEO) after November 3, 2020, the Section 3 requirements apply only to construction procurements and contracts.

The Bidder understands, under both of the above period scenarios, that if awarded a contract for construction services under this ITB #26-02-00, they will be responsible as outlined above and will additionally be required to ensure that specifications, contracts, and certifications for the procurement of and contracting with construction contractors includes and complies with the required Section 3 requirements. The Bidder shall additionally include the following Section 3 clause in each construction contract over \$100,000.00 and will also include language in each construction specifications and contract requiring the Prime Construction Contractor to include Section 3 requirements and the Section 3 clause in its subcontracts, if applicable.

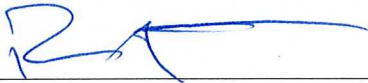
SECTION 3 CLAUSE

All Section 3 covered contracts and subcontracts must include the following clause:

- I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the

person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- V. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



Bidder (signature)

10/31/25

Date



Name of Authorized Representative



Company Name

PRIME CONTRACTOR CERTIFICATION REGARDING SECTION 3 COMPLIANCE

Project Name: DeSoto County – CR 769 Bridge Project

CDBG Contract Number: MT040

Prime Contractor Name: JACK DUNK SERVICES

Phone: 772-460-6710

Authorized Representative: THOR HARSTER

Email: THOR@JACKDUNKSERVICES.COM

I, THOR HARSTER, having authority to make certain contractual certifications for JACK DUNK SERVICES (hereby known as "our firm", do hereby certify that our firm will comply with the Section 3 requirements and will follow the required prioritization of efforts for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below. As a contractor submitting bids or Bids to the **County**, under this Federally funded project, we understand that our firm is required to certify that they will comply with the requirements of Section 3.

We certify, that under this contract, our firm will make best efforts toward Section 3 goals by prioritizing our efforts to meet or exceed the following established Section 3 safe harbor benchmark goals:

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

We acknowledge and certify that it is our firm's responsibility to implement efforts to achieve Section 3 compliance under this contract. Additionally, we acknowledge that if our firm does not meet the Section 3 benchmarks, it is our responsibility to demonstrate why meeting the benchmarks was not feasible.

Furthermore, we acknowledge and certify that should our firm not meet the safe harbor requirements during this contractual period, our firm will provide evidence that we have made qualitative efforts, including, but not limited to the outreach measures outlined within the **County's** Section 3 Policy, toward providing assistance to low and very low-income persons with employment and training opportunities.

We are completing this certification prior to the commencement of work on the project. We certify our firm after completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

EMPLOYMENT AND TRAINING

Under the **County's** Section 3 Program, our firm shall make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

Provide employment and training opportunities to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located in the priority order listed below:

- 1) Section 3 workers residing within the service area or the neighborhood of the project, and
- 2) Participants in YouthBuild programs.

Additionally, we certify that our firm will and has made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

CONTRACTING

Under the **County's** Section 3 Program, our firm understands that our firm must make best efforts to awarding subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

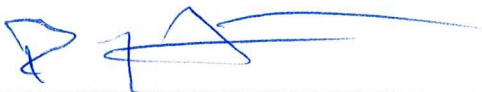
- 1) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located in the following order of priority (*where feasible*):
 - a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
 - b) YouthBuild programs.

REPORTING

We affirm and acknowledge that our firm will complete and deliver to the **County** all:

- Pre-contract certifications for our firm and any and all subcontractor(s) we contract with;
- If applicable, certifications and supporting documentation for our firm and any subcontractor(s) we contract with attesting to our/their status as a Section 3 Business Concern;
- Employee Self Certifications and supporting documentation for employees of our firm and employees of any and all subcontractor(s) we contract with for this project;
- Monthly Section 3 Reports from our firm that report accomplishments toward Section 3 goals as well as the qualitative efforts made by our firm toward achieving these goals;
- Monthly Section 3 Reports from our sub-contractor(s) that report accomplishments toward Section 3 goals as well as the qualitative efforts made by our sub-contractor(s) toward achieving these goals;
- Annual Section 3 Reports from our firm that report accomplishments toward Section 3 goals as well as the qualitative efforts made by our firm toward achieving these goals; and
- Annual Section 3 Reports from our sub-contractor(s) that report accomplishments toward Section 3 goals as well as the qualitative efforts made by our sub-contractor(s) toward achieving these goals.

Signed and certified this 31 day of OCTOBER, 2025.



Name of Authorized Signed, Title

Name of Construction Contractor Company

CONTRACTOR SECTION 3 PLAN

(Contractor) agrees to implement affirmative steps to comply with the Section 3 requirements set forth at 24 CFR 75 directed at increasing the utilization of lower income residents and businesses within DeSoto County, Florida

- A. To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area.
- B. To attempt to recruit from within the City/County the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- G. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- H. To list all permanent workforce for this project by job title.
- I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officers and representatives of VIKING DIVERS SERVICES INC.

(Name of Bidder)

We, the undersigned, have read and fully agree to the above and become a party to the full implementation of this program.

R. I. [Signature] Signature

Pres. Title 10/31/25 Date

[Handwritten mark]

**CERTIFICATION OF BIDDER
REGARDING SECTION 3
AND SEGREGATED FACILITIES**

Viking Diving Services Inc
Name of the Proposed Contractor

DeSoto County - CR 769 Bridge Project
Project Name

MT040
CDBG Agreement Number

The undersigned hereby certifies that:

- a. Section 3 provisions are included in the Contract.
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings
- c. No segregated facilities will be maintained.

[Signature]
Signature

10/31/25
Date

Signer Name THOM HARSTER

Title Pres.

[Handwritten mark]

[Handwritten mark]

LABOR STANDARDS COMPLIANCE
(CERTIFICATION SUBMITTAL FOURTEEN)

Requirements, instructions, and Labor Standards guidance are outlined in detail in pages 10-18 of these CDBG Supplemental Conditions. By signing below the Contractor/Bidder certifies that they have read, fully understand, and shall comply with the Labor Standards requirements and shall govern and implement this contract as follows:

- Davis Bacon Act requiring the Contractor to:
 - Pay prevailing wages,
 - If more than one wage decision is included in the contract, pay worker for worker classification under the appropriate wage decision [example: If a project involves sewer and street improvements and the pay rate for a laborer classification is different under the Street (street improvements) than it is under the Heavy (sewer improvements), the contractor shall pay the labor the rate for the work being completed during the pay period],
 - Provide weekly certified payrolls during the contract period (whether work is done or not),
 - Document Fringe Benefits,
 - Properly document, if applicable, participation in of any acceptable training programs for workers Contractor designates as apprentices or helpers,
 - Request additional classifications from the City/County for worker classifications that are not included in the wage decision(s),
 - Promptly report any under payment to workers,
 - Promptly pay restitution (including time and a half for hours in excess of 40 hours per week) to workers not paid the Federal wage rate and provided the City/County a signed worker certification and cancelled check documenting the restitution was paid,
 - Post the Wage Decisions in a visible spot at the work site, and
 - Post Davis-Bacon poster (WH-1321) in a visible location at the work site,
- The Copeland "Anti-Kickback" Act, requiring the Contractor to:
 - Not withhold pay amounts (deductions) to lower a worker's hourly rate,
 - Provide detailed documentation (examples: State of Florida mandated child support, proof of health insurance payments, repayment of pre-paid loans to workers, etc.) of any and all worker deductions to verify compliance.
- The Contract Work Hours and Safety Act, requiring the Contractor to:
 - Pay time and half to workers for hours worked in excess of forty (40) hours per week, and
 - Pay liquidated damages at a rate of \$32 per calendar day for instances when time and a half was not paid to workers working in excess of forty (40) hours per week.
- Health and Safety, requiring the Contractor to:
 - Ensure that No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

The Contract hereby affirms and certifies that it will comply with all Labor Standards requirements and shall additionally require each and all of its sub-contractors to comply with these same requirements.

Viking Dock Services Inc.
Company Name

[Signature]
Bidder (signature)

10/31/25
Date

THOR HARSTER
Name of Authorized Representative of the Contractor

DeSoto County Employee/Employer Wage-Scale Agreement

DeSoto County Florida

CDBG Contract Number: MT040

Construction Contract Execution Date: _____

Wage Decision Number: FL20250101

Project Description: The project addresses flooding issues in DeSoto County, which occurred during Hurricane Irma. The project is to mitigate future flooding during hurricanes and substantial rain events.

Whereas, **DeSoto County** has been unable to obtain a specific wage rate from the Department of Labor (DOL)/Florida Department of Commerce (FloridaCommerce), in the wage decision for this project for the classification of (Type in the classification), and because it also appears that there are no readily available similar positions that could be reclassified under the initial wage decision, and whereas 29 CFR Part 5.5(a)(1)(ii) allows the rate for a classification under these circumstances to be set by mutual agreement among the employee(s), the employer, and the jurisdiction, subject to approval by HUD/DOL;

Therefore, by mutual consent, the parties and persons signed below agree to an hourly rate of \$ _____ and fringe benefit rate of \$ _____ (benefits may be included in hourly rate), for the above classification, while acknowledging full compliance with all other federal labor standards requirements.

Employee Signature

Employer Signature
(If a corporation, an officer must sign.)

Date

Date

List the name and mailing address of the **DeSoto County** representative to whom the DOL approval of the wage-scale agreement should be mailed in the form fields below.

DeSoto County BOCC
Attention: Dennis Johnson or Peggy Waters
201 East Oak Street, Suite 201
Arcadia, Florida 34266

Request submitted by: _____ Date: _____

Note: Use one form for each affected employee. Use the Tab key to move between fields to complete the form. Sign and date by hand.

TTH

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APPENDIX II TO PART 200
(CERTIFICATION SUBMITTAL FIFTEEN)

By signing below the Bidder states that they fully understand the requirements as outlined in Appendix II to Part 200, below. If awarded the Bidder understands that Appendix II to Part 200 will be included in the contract between their firm and DeSoto County and will ensure compliance with the regulation and as required in the regulation and ITB #26-02-00.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under
Federal Awards

In addition to other provisions required by the Federal agency, the State of Florida and the County, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Commission and the Defense Acquisition Regulations Commission (Commissions) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned

upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the

System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera

Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

(L) Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

Viking Drone Services

Company Name

[Signature]

Bidder (signature)

10/31/25

Date

HUMAN TRAFFICKING AFFIDAVIT
SECTION 787.06, FLORIDA STATUTES
(CERTIFICATION SUBMITTAL SIXTEEN)

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

I THOM HANSTED (insert name) as PRESIDENT
(insert title) on behalf of VIKING DIVERS SERVICES (insert entity name) under penalty
of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. VIKING DIVERS SERVICES (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

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FURTHER AFFIANT SAYETH NOT.

Nov 10, 2025

[Signature]
(Affiant)

STATE OF FLORIDA
COUNTY OF St. Lucie

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online
notarization, this November 10, 2025 by Thor Harster on
behalf of Viking Diving Services, who
is personally known to me or has produced _____ as
identification.



KELLY A. GREEN
Notary Public
State of Florida
Comm# HH602042
Expires 10/22/2028

[Signature]
Notary Public

Name (Printed) Kelly A. Green

My commission expires 10-22-2028.

(Printed typed or stamped Commissioned name of Notary Public)