DeSoto County
Board of County Commissioners
Meeting Agenda

Tuesday, March 10, 2026 **9:00 AM**

CALL TO ORDER

ROLL CALL

TURN OFF OR SILENCE ALL CELL PHONES

PRAYER/PLEDGE OF ALLEGIANCE

INTRODUCTION OF ELECTED OFFICIALS

SET/AMEND

PUBLIC FORUM FOR NON-AGENDA ITEMS

CONSENT AGENDA-MOTION TO APPROVE

1. **Suncoast Remake Learning Days Letter of Agreement**

   Attachments: 2026 Suncoast Remake Learning Days Agreement

2. **Memorandum of Agreement (MOA) for Use of Starlink Satellite Kits between the Florida Division of Emergency Management (FDEM) and DeSoto County Emergency Management**

   Attachments: Starlink FDEM DESOTO MOA

PRESENTATION

3. **Recognition and Presentation of Certificates to DeSoto County Library Volunteers**

REGULAR BUSINESS

4. **Proclamation/American Red Cross Month 2026**

   Attachments: Red Cross Proclamation 3-10-2026

5. **Centerstone Grant Designation Letter**

   Attachments: CTC - Centerstone Letter

6. **Resolution/Agreement Stellar Construction**

   Attachments: Tiny Town Reso - tc
   26-03-01ITB Bid Tabulation
   Stellar Agreement

7. **Accounts and Warrants Drawn Per Schedule of Bills Payable.**

   Attachments: AP Check Report - Warrants 01-27-26 to 02-24-26

8. **Request for Congestion Management Funding - US 17 at CR 760/SW Welles Avenue**

   Attachments: US 17_LocationMap
   CMS Request Letter - US 17 at CR 760-pdf

9. **Contract Award / FDOT LAP Sidewalk Construction Services for C.R. 760A / Blacktip Services, Incorporated**

   Attachments: 26-06-00ITB Contract
   26-06-00ITB Bid Tabulation

10. **Professional Services Agreement / Wastewater Treatment Plant Expansion Phase 1 CEI Services / The Weiler Engineering Corporation**

    Attachments: 26-01-00RFQ Contract

11. **Agreement Amendment No. 3 / DeSoto County Regional Wastewater Treatment Plant Expansion Phase 1 / Kimley-Horn and Associates, Inc.**

    Attachments: 26-01-00RFQ Contract - Kimley Horn

12. **Bid Awards/SHIP - HHRP**

    Attachments: Bid Tabs.pdf
    1821 SW MLK Jr St. Bids.pdf
    715 S. Orange Ave Bid.pdf
    514 Bond St. Bids.pdf

13. **Metal Storage Building-Hope DeSoto**

    Attachments: 26-07-01ITB Contract

14. **Resolution/Budget Amendment Fiscal Year 2025/2026**

    Attachments: Resolution
    Summary and Narrative
    2026-64 General Fund Non Depart.

15. **Resolution/Budget Amendment Fiscal Year 2025/2026**

Attachments: Resolution
Summary and Narrative
2026-61 Utilities Capital Water-Wastewater
2026-62 Special Projects Tiny Town
2026-65 Utilities Capital Wastewater

PUBLIC HEARING 9AM

16. **Resolution / Comprehensive Plan Text Amendment Transmittal - Amending Density Bonus Criteria and Providing for new Affordable/Workforce Housing Density Bonuses (COMP-0015-2025)**

Attachments: 2026-02-23 COMP-0015-2025 Affordable Housing Density SR for BOCC (2)
2026-02-23 COMP-0015-2025 Affordable Housing Density SR for BOCC (1)

17. **Resolution / Comp Plan Amendment Transmittal for Essential Services (COMP-0017-2025)**

Attachments: 2026-02-10 CPA Essential Services SR for PC
2026-02-10 Resolution-CPA Essential Services

ADMINISTRATOR'S REPORT

COUNTY ATTORNEY'S REPORT

BOARD MEMBER COMMENTS

ADJOURNMENT

SUPPLEMENTAL BOARD DOCUMENTS

NOTE: For quasi-judicial matters, any party desiring a verbatim record of the proceeding of this hearing for the purpose of an appeal is advised to make private arrangements for the production of a record and anyone wishing to present documents or other written evidence to the Board must provide eight (8) copies of the written material . If special accommodations are required in accordance with the Americans with Disabilities Act, individuals should contact the County Administrator's Office by calling 863-993-4800 at least 48 hours prior to the hearing.

DeSoto County

3/10/2026

Item #: 1.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 9:00 am
☐ Public Hearing Choose an item.

DEPARTMENT: Public Library
SUBMITTED BY: **Liz Coronado**
PRESENTED BY: **Liz Coronado**

TITLE & DESCRIPTION:
Suncoast Remake Learning Days Letter of Agreement

REQUESTED MOTION:
Motion to approve the 2025-2026 Suncoast Remake Learning Days Letter of Agreement with the Patterson Foundation

SUMMARY:
In partnership with Suncoast Remake Learning Days Celebration, the DeSoto County Library will hold events at the library and one event in collaboration with Parks and Recreation at Brewer Park, throughout this fifteen-day period. The Patterson Foundation will provide funding for four of these events.

BACKGROUND:
The DeSoto County Library has hosted multiple events yearly since the initial celebration in 2022. The funding and partnership provided by the Patterson Foundation help strengthen events offered at the library.

FUNDS:
Budget Amount: **N/A**
Actual Agenda Item: **Funding as provided by Patterson**
Cost: **N/A**
Account Number: **38265714903000**
Explanation: **N/A**

2025 - 2026 Suncoast Remake Learning Days
Letter of Agreement between
The Patterson Foundation
&
DeSoto County Board of County Commissioners

The Suncoast Campaign for Grade-Level Reading (SCGLR) is a four-county effort in Charlotte, DeSoto, Manatee, and Sarasota counties fostering wide community participation to achieve shared aspirations for the success of families and children. SCGLR focuses on five core pillars: school readiness, school attendance, summer learning, parent and family engagement, and health determinants;

The Patterson Foundation works with people, businesses, nonprofits, government, and the media to catalyze efforts toward shared aspirations through five key actions: Connecting, Learning, Sharing, Evolving, and Strengthening. Remake Learning Days provides an opportunity for wide community participation across five sectors to work toward the greater good of strengthening our learning ecosystems.

Remake Learning Days is an international festival that celebrates the many learning opportunities in a community. This celebration highlights innovative experiences and opportunities for youth and participants of all ages to develop their sense of creativity, perseverance, and curiosity through organized learning themes including: Arts, Maker, Outdoor Learning, Science, Technology, Youth Voice, and Professional Development.

Suncoast Remake Learning Days 2025 was a great success with more than 45,900 community members attending 379 events throughout four counties. Suncoast Remake Learning Days 2026 will be a 15-day festival in 2026 and the Suncoast Campaign for Grade-Level Reading is proud to work with the national Remake Learning Days organization to produce Suncoast Remake Learning Days from Saturday, April 18, 2026 through Saturday, May 2, 2026.

Out of School Time providers, Students, Parents, Caregivers, Educators, Library Systems, School Systems, Recreation Programs, Foundations, Faith-based organizations, Service Clubs, nonprofits and Teaching Artists will work collaboratively to develop and execute hands-on relevant and engaging educational experiences that will foster community-wide participation. This collaboration will allow for increased learning through shared knowledge and data, and will help develop a stronger, more unified learning ecosystem.

In consideration of the mutual promises, covenants, and consideration contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

The Event Anchor Host agrees to:

- Host a Suncoast Remake Learning Days (SRLD) event falling between April 18 - May 2, 2026.
- Event must occur outside of regular school hours at a public location, free and open to the public.
- The Event Anchor Host shall procure or maintain general liability insurance.
- The Event Anchor Host organization shall have a designated Suncoast Remake Learning Days event contact person and a designated Suncoast Remake Learning Days Social Media Ambassador. These roles may be performed by the same individual or combination of any individuals.
- The Event Anchor Host may host its own event or partner with other organizations to host a combined event. Collaborating groups must select a “Event Anchor Host” designated to receive event stipend payments. Each participating organization will be eligible for the “Muscle Building” stipend contingent on attendance at each of four (4) required Labinars. A Partnership Agreement Document is attached. This document is not required, it is included for your internal use as a planning tool.

The Patterson Foundation agrees to:

- Remit timely Event Stipend payment upon signature and completion of this agreement and attendance at one Marketing Labinar. (Returning event hosts whose previous attendance numbers fell below 80% of projected attendance are urged to partner with other organizations and must attend Labinar 1: Event Promotion and Labinar 2: Event Content.)
- Remit timely “Early Bird” Support payment upon receipt of Suncoast Remake Learning Days official event submission form prior to December 15, 2025 ($500) or January 15, 2026 ($350). An organization cannot receive both “Muscle Building” and “Early Bird” stipends. Returning event hosts whose previous attendance numbers fell below 80% of projected attendance must attend Labinar 1: Event Promotion and Labinar 2: Event Content to qualify for the “Early Bird” stipend.
- Remit timely “Muscle Building” stipend payment upon attendance at each of four (4) required Labinars. An organization cannot receive both “Muscle Building” and “Early Bird” support.
- The Suncoast Campaign for Grade-Level Reading and The Patterson Foundation will provide fully participating Suncoast Remake Learning Days organizations with resources including a structured series of Pre-Remake Learning Days "Muscle Building" Webversations and Labinars designed to strengthen individuals, organizations and the community while ensuring the success of each Suncoast Remake Learning Days offering.

- Provide a printed event guide and electronic event app for Suncoast Remake Learning Days
- Compile and collect any post-event data.

Description of Stipend Levels
The Patterson Foundation will provide support for Suncoast Remake Learning Days through three levels of stipends, “Muscle Building”, “Early Bird” and Event Stipends.

“Muscle Building” stipend can be achieved by participating hosts and/or partner organizations attending each of four (4) Labinars: Labinar 1: Event Promotion, Labinar 2: Event Content, Labinar 3: Marketing Tools and Strategies and Labinar 4: Social Media Optimization. An organization cannot receive both “Muscle Building” and “Early Bird” stipends.

“Early Bird” stipend can be achieved by organizations that have participated in past Suncoast Remake Learning Days, attended Labinar 1: Event Promotion, and completed their official event submission form prior to December 15, 2025 ($500) or January 15, 2026 ($350). Returning event hosts whose previous attendance numbers fell below 80% of projected attendance must attend both Labinar 1: Event Promotion and Labinar 2: Event Content Labinars to qualify for “Early Bird” support. An organization cannot receive both “Muscle Building” and “Early Bird” stipends.

Event Stipends will be paid to the “Event Anchor Host” to help cover any costs for event talent, supplies, and/or overhead for the actual Suncoast Remake Learning Days events. If an event takes place where there is more attendance than originally stated for event support, a difference will be paid. Event Support is based on in-person or virtual attendance and will be processed after submitting a fully executed Letter of Agreement and attendance at Labinar 1: Event Promotion.

2026 Suncoast Remake Learning Days Support Provided by The Patterson Foundation		
Event "Muscle Building" Labinars		
	In-Person	**Virtual**
Suncoast Remake Learning Days "Muscle Building" Labinar participation in all four Labinars per participating organization - every participating organization is eligible for this stipend one time, provided they have attendance at all four "Muscle Building" Labinars. An organization cannot receive both "Muscle Building" and "Early Bird" stipends.	**$500**	**$500**
Event "Early Bird" Stipend		
	Event Submitted by Dec. 15, 2025	**Event Submitted by Jan. 15, 2026**
Suncoast Remake Learning Days "Early Bird" Stipend. Any participating lead organization that has participated in Suncoast Remake Learning Days prior to the 2026 festival is eligible for this support one time. To qualify, organizations must have representation at Labinar 1: Event Promotion. Returning event hosts whose previous attendance numbers fell below 80% of projected attendance must attend Labinar 1: Event Promotion and Labinar 2: Event Content to qualify for "Early Bird" stipend. An organization cannot receive both "Muscle Building" and "Early Bird" stipends.	**$500**	**$350**

Suncoast Remake Learning Days Event Stipends		
	In-Person	**Virtual**
Suncoast Remake Learning Days In-person Event for up to 30 participants. This stipend is available per event, and will be paid to the Event Anchor Host when it is a collaborative event after attending Labinar 1: Event Promotion and completing a letter of agreement.	**$500**	**$500**
Suncoast Remake Learning Days In-person Event for up to 60 participants (This stipend is available per event, and will be paid to the Event Anchor Host when it is a collaborative event after attending Labinar 1: Event Promotion and completing a letter of agreement.	**$1000**	
Suncoast Remake Learning Days In-person Event for up to 100 participants - This stipend is available per event, and will be paid to the Event Anchor Host when it is a collaborative event after attending Labinar 1: Event Promotion and completing a letter of agreement.	**$1500**	
Suncoast Remake Learning Days In-person Event for more than 100 participants - This stipend is available per event, and will be paid to the Event Anchor Host when it is a collaborative event after attending Labinar 1: Event Promotion and completing a letter of agreement.	**$2000**	

Partner Media/Public Relations/Social Media Policy
The Patterson Foundation values working collaboratively with partners and vendors for ultimate impact. Part of being an active and engaged vendor means mutual coordination of strategy, messaging, and timing of communications efforts for a streamlined and consistent approach. To this end, we've created the following process to align efforts.

Partners should ensure their internal strategy aligns with this media procedure below, so all internal stakeholders know where to direct media inquiries:

Media Inquiries and Interviews
Direct all media inquiries and questions related to The Patterson Foundation to: Beth Duda, 941-952-1413 or Bduda@thepattersonfoundation.org

Media Releases

1. All press releases originating from The Patterson Foundation will be written and distributed by The Patterson Foundation's communications partner, MagnifyGood.
2. Use of The Patterson Foundation name and/or quotes from employees/initiative managers are not permitted without prior written approval from The Patterson Foundation. An email from TPF constitutes sufficient written approval.

IN WITNESS WHEREOF, the undersigned have been duly authorized to bind their respective parties to this Agreement and have caused this Agreement to be executed as of the date noted.

The Patterson Foundation

_____ _____, 20____

_____
Debra Jacobs, President and CEO

_____ _____, 20____

_____
Beth Duda, Director, Suncoast Campaign for Grade-Level Reading

DeSoto County Board of County Commissioners

_____
Signature

_____ _____, 2026

_____
Title

_____
Print Name

If you are seeking Event Stipends for more than one event,
Please ensure every event is represented.

Event 1: **NO FUNDING FOR THIS EVENT**

Event Anchor Host Legal Name *(Name must match Giving Partner Profile or legal business name)*	DeSoto County Board of County Commissioners
Event Anchor Host Legal Address *(Address must match Giving Partner Profile or legal business address)*	201 E Oak St, Arcadia FL 34266
Address for receipt of check - Street Name *(if different than address listed above)*	125 N Hillsborough Ave
Address for receipt of check - City, State, Zip *(if different than address listed above)*	Arcadia, FL, 34266
Send payment to the attention of	Attn: Liz Coronado
Name of Suncoast Remake Learning Days event	DIY Suet Bird Feeders
Date of Suncoast Remake Learning Days event	Wednesday, April 22, 2026
Start Time of Suncoast Remake Learning Days event	3:30 PM
End Time of Suncoast Remake Learning Days event	4:30 PM
Location of Suncoast Remake Learning Days event	DeSoto County Library
Address of Suncoast Remake Learning Days event	125 N Hillsborough Ave, Arcadia FL 34266
County	DeSoto
Description	Celebrate Earth Day with a hands-on, family-friendly craft as we create bird suet cakes to help our feathered friends. Families will mix, mold, and design their own nature-friendly treats while learning how small actions can make a big difference for wildlife. It's messy, meaningful, and a whole lot of fun—perfect for nature lovers of all ages!
Projected number of Suncoast Remake Learning Days event attendees	31-60
Targeted audience for this Suncoast Remake Learning Days event	All ages
Theme	Maker
Registration Link	None
Event Details	Wheelchair accessible, Accessible parking, Service animals

Event 2

Event Anchor Host Legal Name *(Name must match Giving Partner Profile or legal business name)*	DeSoto County Board of County Commissioners
Event Anchor Host Legal Address *(Address must match Giving Partner Profile or legal business address)*	201 E Oak St, Arcadia FL 34266
Address for receipt of check - Street Name	125 N Hillsborough Ave
Address for receipt of check - City, State, Zip	Arcadia, FL, 34266
Send payment to the attention of	Attn: Liz Coronado
Name of Suncoast Remake Learning Days event	STEM - Hands on Technology
Date of Suncoast Remake Learning Days event	Tuesday, April 28, 2026
Start Time of Suncoast Remake Learning Days event	3:30 PM
End Time of Suncoast Remake Learning Days event	4:30 PM
Location of Suncoast Remake Learning Days event	DeSoto County Library
Address of Suncoast Remake Learning Days event	125 N Hillsborough Ave, Arcadia FL 34266
County	DeSoto
Event Description	Jump into hands-on STEM fun with Osmos, hand drones, and mini robots! Families can explore, experiment, and get creative while learning how technology works through play. Fly, code, and tinker together in a welcoming space designed for curiosity and discovery. It's an exciting way to build skills, spark imagination, and have fun—no experience needed and all ages welcome.
Projected number of Suncoast Remake Learning Days event attendees	0-30
Targeted audience for this Suncoast Remake Learning Days event	All ages
Theme	Technology
Registration Link	None
Event Details	Wheelchair accessible, Accessible parking, Service animals

Event 3

Event Anchor Host Legal Name *(Name must match Giving Partner Profile or legal business name)*	DeSoto County Board of County Commissioners
Event Anchor Host Legal Address *(Address must match Giving Partner Profile or legal business address)*	201 E Oak St, Arcadia FL 34266
Address for receipt of check - Street Name	125 N Hillsborough Ave
Address for receipt of check - City, State, Zip	Arcadia, FL, 34266
Send payment to the attention of	Attn: Liz Coronado
Name of Suncoast Remake Learning Days event	Harvest of the Month: Watermelon Edition!
Date of Suncoast Remake Learning Days event	Wednesday, April 29, 2026
Start Time of Suncoast Remake Learning Days event	3:30 PM
End Time of Suncoast Remake Learning Days event	4:30 PM
Location of Suncoast Remake Learning Days event	DeSoto County Library
Address of Suncoast Remake Learning Days event	125 N Hillsborough Ave, Arcadia FL 34266
County	DeSoto
Event Description	Join us for a special family program with All Faiths Food Bank! Families will learn fun facts about watermelons, cook a simple and healthy recipe together at the library, and enjoy tasting what they create. It's a free, interactive way to learn, cook, and connect—sweet, healthy fun for all ages!
Projected number of Suncoast Remake Learning Days event attendees	0-30
Targeted audience for this Suncoast Remake Learning Days event	All ages
Theme	Maker
Registration Link	None
Event Details	Wheelchair accessible, Accessible parking, Service animals

Event 4 - **NO FUNDING FOR THIS EVENT**

Event Anchor Host Legal Name *(Name must match Giving Partner Profile or legal business name)*	DeSoto County Board of County Commissioners
Event Anchor Host Legal Address *(Address must match Giving Partner Profile or legal business address)*	201 E Oak St, Arcadia FL 34266
Address for receipt of check - Street Name	125 N Hillsborough Ave
Address for receipt of check - City, State, Zip	Arcadia, FL, 34266
Send payment to the attention of	Attn: Liz Coronado
Name of Suncoast Remake Learning Days event	Paper Airplane Challenge at the Library!
Date of Suncoast Remake Learning Days event	Thursday, April 30, 2026
Start Time of Suncoast Remake Learning Days event	3:30 PM
End Time of Suncoast Remake Learning Days event	4:30 PM
Location of Suncoast Remake Learning Days event	DeSoto County Library
Address of Suncoast Remake Learning Days event	125 N Hillsborough Ave, Arcadia FL 34266
County	DeSoto
Event Description	Families are invited to build, test, and race paper airplanes together in this hands-on engineering adventure. Design your plane, launch it, see how it flies, then redesign and try again. Learn through play as you experiment with speed, distance, and style. It's creative, a little competitive, and a whole lot of fun for all ages—perfect for curious minds and busy hands!
Projected number of Suncoast Remake Learning Days event attendees	0-30
Targeted audience for this Suncoast Remake Learning Days event	All ages
Theme	Maker
Registration Link	None
Event Details	Wheelchair accessible, Accessible parking, Service animals

Event 5 **NO FUNDING FOR THIS EVENT**

Event Anchor Host Legal Name *(Name must match Giving Partner Profile or legal business name)*	DeSoto County Board of County Commissioners
Event Anchor Host Legal Address *(Address must match Giving Partner Profile or legal business address)*	201 E Oak St, Arcadia FL 34266
Address for receipt of check - Street Name	125 N Hillsborough Ave
Address for receipt of check - City, State, Zip	Arcadia, FL, 34266
Send payment to the attention of	Attn: Liz Coronado
Name of Suncoast Remake Learning Days event	Teen VR Day!
Date of Suncoast Remake Learning Days event	Friday, May 1, 2026
Start Time of Suncoast Remake Learning Days event	4:00 PM
End Time of Suncoast Remake Learning Days event	5:30 PM
Location of Suncoast Remake Learning Days event	DeSoto County Library
Address of Suncoast Remake Learning Days event	125 N Hillsborough Ave, Arcadia FL 34266
County	DeSoto
Event Description	Step into another world and explore the excitement of virtual reality! Teens and their families are invited to try VR games, experience immersive environments, and just have fun with friends. Whether you're climbing mountains, exploring new worlds, or trying something totally new, this is your chance to play, discover, and be amazed. No experience needed—just bring your curiosity and get ready for an adventure!
Projected number of Suncoast Remake Learning Days event attendees	0-30
Targeted audience for this Suncoast Remake Learning Days event	Teens
Theme	Technology
Registration Link	None
Event Details	Wheelchair accessible

Event 6

Event Anchor Host Legal Name *(Name must match Giving Partner Profile or legal business name)*	DeSoto County Board of County Commissioners
Event Anchor Host Legal Address *(Address must match Giving Partner Profile or legal business address)*	201 E Oak St, Arcadia FL 34266
Address for receipt of check - Street Name	125 N Hillsborough Ave
Address for receipt of check - City, State, Zip	Arcadia, FL, 34266
Send payment to the attention of	Attn: Liz Coronado
Name of Suncoast Remake Learning Days event	Super Hero Academy at the Library
Date of Suncoast Remake Learning Days event	Saturday, May 2, 2026
Start Time of Suncoast Remake Learning Days event	11:00 AM
End Time of Suncoast Remake Learning Days event	1:00 PM
Location of Suncoast Remake Learning Days event	DeSoto County Library
Address of Suncoast Remake Learning Days event	125 N Hillsborough Ave, Arcadia FL 34266
County	DeSoto
Event Description	Calling all heroes-in-training! Families are invited to test their skills at Superhero Academy, where teamwork, kindness, and creativity help you prove you have what it takes to be a hero in your family and community. Tackle fun challenges, build your powers, and discover that real heroes come in all sizes. Capes optional—courage required!
Projected number of Suncoast Remake Learning Days event attendees	31-60
Targeted audience for this Suncoast Remake Learning Days event	All ages
Theme	Youth Voice
Registration Link	None
Event Details	Wheelchair accessible, Accessible parking, Service animals

Event 7 **NO FUNDING FOR THIS EVENT**

Event Anchor Host Legal Name *(Name must match Giving Partner Profile or legal business name)*	DeSoto County Board of County Commissioners
Event Anchor Host Legal Address *(Address must match Giving Partner Profile or legal business address)*	201 East Oak St, Arcadia FL 34266
Address for receipt of check - Street Name	125 N Hillsborough Ave
Address for receipt of check - City, State, Zip	Arcadia, FL, 34266
Send payment to the attention of	Attn: Liz Coronado
Name of Suncoast Remake Learning Days event	Puppet Show on the Go
Date of Suncoast Remake Learning Days event	Friday, April 24, 2026
Start Time of Suncoast Remake Learning Days event	3:00 PM
End Time of Suncoast Remake Learning Days event	5:30 PM
Location of Suncoast Remake Learning Days event	Walt Brewer Sports Complex at the Small Pavilion
Address of Suncoast Remake Learning Days event	1347 Hargrave St, Arcadia FL 34266
County	DeSoto
Event Description	Join Library on the Go at Brewer Park for a fun, creative family activity! Our library staff will be there to help spark your imagination as you design and create your very own puppet. It's a playful, hands-on experience perfect for all ages—come craft, create, and let your puppet bring a story to life!
Projected number of Suncoast Remake Learning Days event attendees	0-30
Targeted audience for this Suncoast Remake Learning Days event	All ages
Theme	Maker
Registration Link	None
Event Details	Wheelchair accessible, Accessible parking

Event 8 **NO FUNDING FOR THIS EVENT**

Event Anchor Host Legal Name *(Name must match Giving Partner Profile or legal business name)*	DeSoto County Board of County Commissioners
Event Anchor Host Legal Address *(Address must match Giving Partner Profile or legal business address)*	201 East Oak St Suite 201, Arcadia FL 34266
Address for receipt of check - Street Name *(if different than address listed above)*	125 N Hillsborough Ave
Address for receipt of check - City, State, Zip *(if different than address listed above)*	Arcadia, FL, 34266
Send payment to the attention of	ATTN: Liz Coronado
Name of Suncoast Remake Learning Days event	Make Magic with Light: Paper Circuits at the Library!
Date of Suncoast Remake Learning Days event	Tuesday, April 21, 2026
Start Time of Suncoast Remake Learning Days event	3:30 PM
End Time of Suncoast Remake Learning Days event	4:30 PM
Location of Suncoast Remake Learning Days event	DeSoto County Library
Address of Suncoast Remake Learning Days event	125 N Hillsborough Ave, Arcadia FL 34266
County	DeSoto
Description	Discover how to light up your artwork using simple paper circuits in this hands-on, family-friendly event. Create interactive designs that shine using LEDs, copper tape, and your imagination. It's a fun way to explore art, creativity, and beginner electronics—all in one bright little package. All ages welcome!
Projected number of Suncoast Remake Learning Days event attendees	0-30
Targeted audience for this Suncoast Remake Learning Days event	All ages
Theme	Maker
Registration Link	None
Event Details	Wheelchair accessible, Accessible parking, Service animals

Event 9 **NO FUNDING FOR THIS EVENT**

Event Anchor Host Legal Name *(Name must match Giving Partner Profile or legal business name)*	DeSoto County Board of County Commissioners
Event Anchor Host Legal Address *(Address must match Giving Partner Profile or legal business address)*	201 East Oak St Suite 201, Arcadia FL 34266
Address for receipt of check - Street Name	125 N Hillsborough Ave
Address for receipt of check - City, State, Zip	Arcadia, FL, 34266
Send payment to the attention of	ATTN: Liz Coronado
Name of Suncoast Remake Learning Days event	Word Collector Jars at the Library!
Date of Suncoast Remake Learning Days event	Thursday, April 23, 2026
Start Time of Suncoast Remake Learning Days event	3:30 PM
End Time of Suncoast Remake Learning Days event	4:30 PM
Location of Suncoast Remake Learning Days event	DeSoto County Library
Address of Suncoast Remake Learning Days event	125 N Hillsborough Ave, Arcadia FL 34266
County	DeSoto
Event Description	Inspired by The Word Collector by Peter Reynolds, this creative event invites families to design their own word collector jars to hold all the interesting, unusual, and inspiring words they discover. Explore language in a fun, hands-on way and start building your very own collection of meaningful words to treasure. All ages welcome!
Projected number of Suncoast Remake Learning Days event attendees	0-30
Targeted audience for this Suncoast Remake Learning Days event	All ages
Theme	Youth Voice
Registration Link	None
Event Details	Wheelchair accessible, Accessible parking, Service animals

Event 10

Event Anchor Host Legal Name *(Name must match Giving Partner Profile or legal business name)*	DeSoto County Board of County Commissioners
Event Anchor Host Legal Address *(Address must match Giving Partner Profile or legal business address)*	201 East Oak St Suite 201, Arcadia FL 34266
Address for receipt of check - Street Name	125 N Hillsborough Ave
Address for receipt of check - City, State, Zip	Arcadia, FL, 34266
Send payment to the attention of	ATTN: Liz Coronado
Name of Suncoast Remake Learning Days event	Create Mosaic Art at the Library!
Date of Suncoast Remake Learning Days event	Saturday, April 18, 2026
Start Time of Suncoast Remake Learning Days event	11:00 AM
End Time of Suncoast Remake Learning Days event	1:00 PM
Location of Suncoast Remake Learning Days event	DeSoto County Library
Address of Suncoast Remake Learning Days event	125 N Hillsborough Ave, Arcadia FL 34266
County	DeSoto
Event Description	Join us for a colorful, hands-on workshop where we'll use small recycled pieces to create big, beautiful designs. Families of all ages can explore patterns, and shapes while crafting unique mosaic art to take home. It's fun, eco-friendly, and perfect for every skill level. Come make something amazing, one tiny piece at a time!
Projected number of Suncoast Remake Learning Days event attendees	31-60
Targeted audience for this Suncoast Remake Learning Days event	All ages
Theme	Maker
Registration Link	None
Event Details	Wheelchair accessible, Accessible parking, Service animals

DeSoto County

3/10/2026

Item #: 2.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 9:00 am
☐ Public Hearing Agreement

DEPARTMENT: Emergency Management
SUBMITTED BY: **Dennis O'Hara**
PRESENTED BY: **Dennis O'Hara**

TITLE & DESCRIPTION:
Memorandum of Agreement (MOA) for Use of Starlink Satellite Kits between the Florida Division of Emergency Management (FDEM) and DeSoto County Emergency Management

REQUESTED MOTION:
To approve the Memorandum of Agreement (MOA) with the Florida Division of Emergency Management (FDEM) for the transfer of ownership, operation, and maintenance of Starlink Satellite Internet Kits.

SUMMARY:
The Florida Division of Emergency Management (FDEM) is transferring ownership of Starlink Satellite Internet Kits to DeSoto County to ensure reliable, "hyper-local" internet connectivity during disaster recovery and severe weather events. This MOA formalizes the transfer of the equipment and outlines the county's responsibilities for ongoing service and maintenance.

BACKGROUND:
FDEM acquired Starlink kits to assist local counties in deploying resources to impacted areas where traditional communications may be compromised. Key terms of this agreement include:

- **Ownership Transfer: Ownership and billing responsibilities are transferred from FDEM to the County.**
- **Maintenance: The County is responsible for all maintenance, repairs, software updates, and associated costs.**
- **Equipment Life: The expected life of the equipment is estimated at five (5) years.**
- **Usage: The kits must be used for their intended purpose of providing connectivity during emergent operations.**
- **Monitoring: FDEM retains the right to monitor the status and disposition of the**

kits through the SpaceX Starlink Portal.

FISCAL IMPACT

FUNDS:

Budget Amount: **N/A**

Actual Agenda Item: Click or tap here to enter text.

Cost: **Recurring Monthly Service Fees (Variable based on SpaceX/Starlink rates) When in Use**

Account Number: Click or tap here to enter text.

Explanation: **While the hardware is provided at no cost by FDEM, the County assumes all future billing responsibilities for the satellite internet service and any necessary repairs for the duration of the 5-year term.**

MEMORANDUM OF AGREEMENT FOR USE OF STARLINK SATELITE KITS BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGMENT AND DESOTO COUNTY EMERGENCY MANAGEMENT

This Memorandum of Agreement ("MOA") is entered into by and between the **Florida Division of Emergency Management** ("FDEM") and **DeSoto County**, a political subdivision of the State of Florida, on behalf of its Department of **Emergency Management** ("Recipient").

WHEREAS, FDEM owns Starlink Satellite Internet Kits, in response to disaster recovery efforts.

WHEREAS, the purpose of this appropriation was to provide FDEM with hyper-local, reliable internet connectivity service in strategic locations to provide critical information to assist in the deployment of resources to impacted areas during times of severe weather or emergencies;

WHEREAS, FDEM has coordinated with the counties where the Starlink Satellite Kits would be deployed and operated;

WHEREAS, ownership of the Starlink Satellite Kits will be transferred to the Recipient;

WHEREAS, to ensure that this Starlink Satellite Kit(s) continues to benefit the state, the Recipient will agree to maintain each Starlink Satellite Kit it receives.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, the Parties agree to the following terms:

1. Recipient agrees to take possession of the Starlink Satellite Kit(s) within its control from FDEM immediately upon receipt of the Starlink Satellite Kit.

2. FDEM will transfer ownership and billing responsibilities to the Recipient. The Recipient is responsible for all billing of services.

3. Recipient expressly agrees to be fully responsible for the maintenance, repair, software updates, and any other costs of the Starlink Satellite Kit(s) for the duration of their estimated lives. A Starlink Satellite Kit's expected equipment life is estimated to be five (5) years. At its option, Recipient may separately contract with SPACEX for operational support.

4. Recipient agrees to use the Starlink Satellite Kit(s) for their intended purpose and provide connectivity during emergent operations and as needed.

5. Proof of issuance of the Starlink Satellite Kits(s), to include a serial number, location address, and other relevant information, is incorporated by reference and shall be attached to this MOA without need for further agreement by the Parties.

6. All notices provided under or pursuant to this MOA shall be in writing, and sent via certified mail return receipt requested, along with a courtesy copy via electronic mail, to the representatives and addresses identified below:

For FDEM:

Jason Ray, Chief Information Officer
Florida Division Emergency Management
2555 Shumard Oak Blvd
Tallahassee, FL 32399
850-815-4701
Jason.Ray@em.myflorida.com

For Recipient

Name: Dennis O'Hara

Title: Director of DeSoto County Emergency Management

Address: 2200 NE Roan St.
Arcadia, Florida 33972

Phone Number: 863-993-4831

Email: d.o'hara@desotobocc.com

7. Term
   a. The Term of this MOA is five years from the date of installation of the Starlink Satellite Kit(s).
   b. If the Starlink Satellite Kit(s) ceases operation prior to the end of this agreement, or if the Starlink Satellite Kit(s) is destroyed by an accident not otherwise covered by insurance, the Recipient is not obligated to replace the Starlink Satellite Kit(s) and the MOA would be void unless the parties agree otherwise. If damaged, after consulting with the Recipient, FDEM replaces the damaged Starlink Satellite Kit(s), the Recipient is responsible for the maintenance of the new unit through the remainder of the original term of this MOA.
   c. Provisions surviving the Term of this MOA: (1) the Recipient shall allow FDEM to continue monitoring status and disposition of the Starlink Satellite Kit(s) through the SPACEX Starlink Portal; (2) FDEM and the Recipient may mutually agree as to the allocation of responsibility for maintaining the Starlink Satellite Kit(s) following the end of the Term of this MOA.

8. Miscellaneous
    a. This MOA shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida.
    b. The Parties agree that nothing in this MOA serves to create an employer-employee relationship between FDEM and Recipient.
    c. This Agreement creates neither a partnership nor a joint venture, and neither Party has the authority to bind the other.
    d. Except for the attachment of proof of installation of the Starlink Satellite Kit(s), any modification of this MOA or additional obligation assumed by either Party with regard to this MOA shall be binding only if evidenced in writing signed by an authorized representative of each Party.
    e. Either Party may request changes to this MOA. Any changes, modifications, revisions or amendments to this MOA that are mutually agreed upon by and between the Parties to this MOA, shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOA.
    f. This MOA shall not be construed against either Party and shall be deemed to have been drafted by both Parties.
    g. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Nothing herein shall be construed as consent by either Party to be sued by third parties.
    h. This MOA, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOA.
    i. This MOA may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same MOA.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed by their undersigned officials as duly authorized.

DeSoto County	FLORIDA DIVISION OF EMERGENCY ANAGEMENT
By: _____	By: _____
_____	_____
Steve Hickox, Board Chairperson	Printed Name and Title
_____	_____
Date	Date

Addendum A

Identity of the Starlink Satellite Kit(s), to include a serial number, location address, and other relevant information, is incorporated by reference and shall be attached to this MOA without need for further agreement by the Parties.

Starlink High Performance	Serial Number	Mission #	Agency/Organization
Starlink High Performance	KITP00033190		DeSoto County
Starlink High Performance			
Starlink High Performance			
Starlink High Performance			
Starlink High Performance			

DeSoto County

3/10/2026

Item #: 3.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Choose an item.

DEPARTMENT: Public Library
SUBMITTED BY: **Liz Coronado**
PRESENTED BY: **Liz Coronado**

TITLE & DESCRIPTION:
Recognition and Presentation of Certificates to DeSoto County Library Volunteers

REQUESTED MOTION:
N/A

SUMMARY:
We would like to publicly acknowledge the well over 5200 hours of dedicated work our volunteers have invested in the library in this past fiscal year. Their commitment plays a vital role in supporting daily operation, assisting patrons with technology and services, and helping staff deliver a wide range of programs to the community. Through their generosity of time, our volunteers allow us to expand the library's ability to serve the residents of DeSoto County.

BACKGROUND:
Our 25 library volunteers provide essential support that strengthen our services to the community. They assist with book processing, development and preparation of library programs, and help operate and maintain our All Faiths Food Pantry. Collectively, the level of service they provide is equivalent to almost three employees. Their dedication not only enhances daily operations but increases the library's capacity to meet community needs without additional financial impact.

FUNDS:
Budget Amount: **N/A**
Actual Agenda Item: **N/A**
Cost: **N/A**
Account Number: **N/A**
Explanation: **N/A**

DeSoto County

3/10/2026

Item #: 4.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Proclamation

DEPARTMENT: Administration
SUBMITTED BY: **Sylvia Altman**
PRESENTED BY: **Mandy Hines**

TITLE & DESCRIPTION:
Proclamation/American Red Cross Month 2026

REQUESTED MOTION:
To proclaim March 2026 as American Red Cross Month

SUMMARY:
March is recognized nationwide as American Red Cross Month - a time to honor the humanitarian spirit that strengthens our communities and to recognize the volunteers, donors, and partners who make our mission possible.

BACKGROUND:
For more than 140 years, the Red Cross has helped communities prevent and prepare for emergencies, respond to disasters, and support military families. Here in DeSoto County, our volunteers respond to home fires, deliver lifesaving preparedness education, and provide comfort and care to families in crisis.

FUNDS:
Budget Amount: Click or tap here to enter text.
Actual Agenda Item: Click or tap here to enter text.
Cost: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Explanation: Click or tap here to enter text.

DESOTO COUNTY, FLORIDA
PROCLAMATION

Whereas, in March, we celebrate American Red Cross Month by honoring our neighbors who make its humanitarian mission possible in Desoto County. Every day, their acts of kindness change lives, bringing relief, comfort and hope when help can't wait. This compassionate spirit runs deep in our community, just as it has for 145 years through the American Red Cross.

Whereas, in 2025, Red Cross volunteers responded to 9 fires in DeSoto County. They opened 12 cases because of these fires and assisted 20 individuals with comfort kits, referrals to other agencies, mental health services, health services and over $7,900 in cash assistance. In addition, our volunteers educated 83 DeSoto residents on preparedness topics.

Whereas, today, those who serve with the Mid-Florida Chapter light the way during emergencies — whether it's delivering shelter, food and comfort after disasters; providing a safe, lifesaving blood supply for patients facing conditions like cancer treatments, childbirth complications and traumatic injuries; assisting military members, veterans and their families with 24/7 global support; or empowering individuals with skills like first aid and CPR that save lives.

Whereas, these collective efforts are a powerful reminder that the strength of our community lies in our shared commitment to one another. As we mark Red Cross Month, let's celebrate our local heroes and resolve to continue lifting each other up, so no one faces an emergency alone.

NOW, THEREFORE, BE IT PROCLAIMED that the Board of County Commissioners of DeSoto County, recognize the month of March 2026 as:

"American Red Cross Month"

Passed and duly adopted on this **10th** day of **March, 2026** by the DeSoto County Board of County Commissioners

ATTEST:

Mandy Hines
County Administrator

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

Steve Hickox
Chairman

DeSoto County

3/10/2026

Item #: 5.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Letter

DEPARTMENT: Administration
SUBMITTED BY: **Sylvia Altman**
PRESENTED BY: **Angela Dunbar - Director of Forensic Services, Centerstone**

TITLE & DESCRIPTION:
Centerstone Grant Designation Letter

REQUESTED MOTION:
Motion to approve the letter designating Centerstone of Florida, Inc. to apply for and implement the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant.

SUMMARY:
Centerstone will be applying for and implementing the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant, to serve DeSoto County. The program is a pre and post booking jail diversion treatment program for those with mental health and substance use disorders. This program will have some re-entry as part of the plan to help inmates navigate back into the community after release.

FUNDS:
Budget Amount: Click or tap here to enter text.
Actual Agenda Item: Click or tap here to enter text.
Cost: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Explanation: Click or tap here to enter text.

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY
Administration Building
Suite 201
201 East Oak Street
Arcadia, Florida 34266
Telephone (863) 993-4800
Drug-Free Work Place

March 10, 2026

Florida Department of Children and Families
Office of Substance Abuse and Mental Health
Attn: Joshua Burns, Procurement Officer
2415 North Monroe Street, Suite 400
Tallahassee, FL 32303-4190

Re: Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant
RFA 2526 024/Not-for-Profit Community Provider Designation Letter

Dear Mr. Burns,

In compliance with grant requirements, the DeSoto County Board of County Commissioners designates Centerstone of Florida, Inc. to apply to the above-referenced RFA on behalf of DeSoto County.

Based upon the interest of the DeSoto County Board of County Commissioners to establish a DCF-funded Comprehensive Treatment Court to divert eligible individuals with mental health or co-occurring substance use conditions from jail to community treatment, the County Commission supports Centerstone of Florida to be the designated applicant to apply for and implement a Comprehensive Treatment Court Program in DeSoto County. If awarded, a Criminal Justice Mental Health Substance Abuse Advisory Council subgroup of the PSCC will be constituted to advise the PSCC on implementation of the Comprehensive Treatment Court Program's processes, deliverables, and outcomes.

Please accept this letter as Centerstone of Florida, Inc. Designation Letter.

Sincerely,

Steve Hickox
Chairman
Board of County Commissioners
Of DeSoto County, Florida

DeSoto County

3/10/2026

Item #: 6.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Resolution

DEPARTMENT: Administration
SUBMITTED BY: **Peggy Waters**
PRESENTED BY: **Peggy Waters**

TITLE & DESCRIPTION:
Resolution/Agreement Stellar Construction

REQUESTED MOTION:
Adopt the Resolution allowing the Chairman and/or the County Administrator to approve and execute the Contract Award to Stellar Development for the construction of Tiny Town once approved by Florida Commerce.

SUMMARY:
DeSoto County issued a Notice to Bidders for the construction of eight (8) tiny homes as part of the Tiny Town transitional housing project. Stellar Construction submitted the lowest responsive and responsible bid; however, the bid amount exceeded the available grant budget. A request for additional funding has been submitted to FloridaCommerce to complete the full project scope. To remain within current budget constraints, staff anticipates issuing a change order to reduce the agreement amount to allow construction of a reduced number of homes. If additional funding is approved by FloridaCommerce, a subsequent change order will be executed to restore the agreement to the original bid amount and complete all eight (8) homes.
BACKGROUND:
DeSoto County was selected to participate in the Community Development Block Grant Coronavirus Program (CDBG-CV). These funds are designed to assist communities in addressing housing and service needs arising from the COVID-19 pandemic. Through this program, DeSoto County, the City of Arcadia, and DeSoto Cares Homeless Services, Inc. are partnering to provide transitional housing opportunities for homeless residents. The project consists of constructing up to eight (8) 320-square-foot, one-bedroom homes under a "Tiny Town" concept. The 6.51-acre parcel designated for the project is located on the south side of Magnolia Street, between South Lee Avenue and South Manatee Avenue, in Arcadia, Florida.

FUNDS:

Budget Amount: **$749,823.25**
Actual Agenda Item Cost: **$1,349,428.40**
Account Number: **307-20235544600000**
Explanation: **Tiny Town**

DESOTO COUNTY, FLORIDA

RESOLUTION NO: 2026-_____

A RESOLUTION OF THE COUNTY COMMISSION OF DESOTO COUNTY, FLORIDA, AWARDING AND APPROVING A CONTRACT WITH STELLAR DEVELOPMENT, FOR THE CONSTRUCTION OF EIGHT (8) HOMES FOR THE TINY TOWN HOMELESS PROJECT (FLORIDACOMMERCE AGREEMENT NO. 22CV-S02), AND AUTHORIZING THE CHIEF ELECTED OFFICAL AND/OR THE COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the DeSoto County Board of County Commissioners (the "Board") find that the construction of the Tiny Town Project, (FloridaCommerce Agreement No. 22CV-S02) grant funding, will benefit the residents of DeSoto County (the "County"); and

WHEREAS, the County issued a competitive solicitation, Invitation to Bid ITB #26-03-01, and Stellar Construction, Inc. was deemed the lowest responsive and responsible bidder, having submitted a bid in the amount of $1,349,428.40, to provide Construction Services for the construction of eight (8) houses as part of the Tiny Town Homeless Project; and

WHEREAS, the Board finds that awarding ITB #26-03-01 to Stellar Construction, Inc. and entering into a Contract with Stellar Construction, Inc. is in the best interest of the County.

NOW, THEREFORE, **BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, that**:

SECTION 1. The DeSoto County Board of County Commissioners hereby approves of the award of ITB #26-03-01 to Stellar Construction, Inc. and further approves the contract between DeSoto County and Stellar Development, Inc. for Construction Services for the Tiny Town Homeless Project, in the amount of $1,349,428.40.

SECTION 2. The Chief Elected Official and/or the County Administrator are hereby authorized and directed to execute the contract and any and all additional documents, amendments, change orders (including but not limited to, a reduction in project scope or to provide for project phasing), grant agreements, funding agreements, or related instruments necessary to carry out the intent of this Resolution, including documents required to secure or accept additional funding related to this project, subject to legal review as required. Notwithstanding the above, in no event shall any change orders or amendments result in the expenditure of funds beyond what is provided for in Section 1 herein without further Board approval.

SECTION 3. Funding for this project shall be provided from FloridaCommerce CDBG-CV-S02, and the Chief Elected Official and/or the County Administrator are authorized to make the necessary budget adjustments consistent with this Resolution.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ___ day of _____, 2026

ATTEST:

_____
Mandy Hines
County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Steve Hickox
Chairman

Approved as to form and
Legal sufficiency:

_____
Valerie Vicente
County Attorney

DESOTO COUNTY BID TABULATION

CONSTRUCTION SERVICES FOR TINY TOWN HOMELESS SHELTER PROJECT

BID NO. 26-03-01ITB

				STELLAR DEVELOPMENT		CLOSE CONSTRUCITON SERVICES		SEMCO CONSTRUCTION		SULLY'S	
ITEM #	ITEM DESCRIPTION	QTY	UNITS	PRICE PER UNIT ($)	COST ($)	PRICE PER UNIT ($)	COST ($)	PRICE PER UNIT ($)	COST ($)	PRICE PER UNIT ($)	COST ($)
W3	Sediment Barrier - Staked Silt Fence	600	LF	$5.38	$3,228.00	$3.87	$2,322.00	$3.45	$2,070.00	$13.66	$8,196.00
W4	Inlet Protection System	3	EA	$1,075.82	$3,227.46	$128.90	$386.70	$230.00	$690.00	$1,522.27	$4,566.81
W5	Clearing and Grubbing	0.3	AC	$30,620.00	$10,410.80	$37,900.00	$12,886.00	$5,750.00	$1,955.00	$13,973.00	$4,750.82
W6	Mailbox (Cluster Box Units)	1	AS	$4,875.96	$4,875.96	$3,867.00	$3,867.00	$4,025.00	$4,025.00	$5,228.10	$5,228.10
W7	Regular Excavation	80	CY	$12.00	$960.00	$161.13	$12,890.40	$270.25	$21,620.00	$392.50	$31,400.00
W8	Type B Stabilization	380	SY	$10.34	$3,929.20	$16.96	$6,444.80	$18.40	$6,992.00	$19.42	$7,379.60
W9	Optional Base – Base Group 6	488	SY	$35.58	$17,363.04	$39.62	$19,334.56	$28.18	$13,751.84	$19.75	$9,638.00
W10	Superpave Asphaltic Concrete (1")	19	TN	$700.11	$13,302.09	$515.60	$9,796.40	$483.00	$9,177.00	$469.42	$8,918.98
W11	Superpave Asphaltic Concrete (1.5")	29	TN	$700.11	$20,303.19	$515.60	$14,952.40	$437.00	$12,673.00	$471.00	$13,659.00
W12	Concrete Curb & Gutter, Variable Height Type F (Drop Curb)	60	LF	$133.78	$8,026.80	$51.56	$3,093.60	$36.80	$2,208.00	$76.93	$4,615.80
W13	Concrete Sidewalk and Driveways, 4" Thick	70	SY	$156.41	$10,948.70	$116.01	$8,120.70	$62.10	$4,347.00	$255.39	$17,877.30
W14	Concrete Sidewalk and Driveways, 6" Thick	14	SY	$108.00	$1,512.00	$141.79	$1,985.06	$82.80	$1,159.20	$905.15	$12,672.10
W15	Performance Turf – Sod	1	LS	$5,792.89	$5,792.89	$3,460.97	$3,460.97	$5,175.00	$5,175.00	$32,499.00	$32,499.00
W15A	FDOT #57 Stone	1	LS	$34,467.72	$34,467.72	$35,834.20	$35,834.20	$43,700.00	$43,700.00	$14,002.09	$14,002.09
W16	Single Post Sign, F & I Ground Mount	2	AS	$455.16	$910.32	$2,320.20	$4,640.40	$584.20	$1,168.40	$628.00	$1,256.00
W17	Thermoplastic, STD, White, Solid, 6" for Parking Spaces	160	LF	$6.04	$966.40	$7.73	$1,236.80	$5.12	$819.20	$20.39	$3,262.40
W18	Thermoplastic, STD, White, Solid, 24"	12	LF	$9.10	$109.20	$38.67	$464.04	$33.35	$400.20	$51.35	$616.20
W19	Thermoplastic, STD, White, Message or Symbol	1	EA	$587.56	$587.56	$386.70	$386.70	$485.30	$485.30	$1,049.22	$1,049.22
W20	Thermoplastic, STD, Blue, Solid, 6"	40	LF	$6.04	$241.60	$7.73	$309.20	$12.65	$506.00	$20.39	$815.60
W21	Concrete Bumper Guard (Wheel Stops)	6	EA	$140.68	$844.08	$161.13	$966.78	$129.95	$779.70	$193.68	$1,162.08
W22	ADA Tiny Home Installment	8	EA	$58,774.13	$470,193.04	$105,536.88	$844,295.04	$116,394.85	$931,158.80	$93,748.63	$749,989.04
W23	Utility Connection to Building - Water	8	EA	$206.89	$1,655.12	$1,611.25	$12,890.00	$2,300.00	$18,400.00	$1,177.50	$9,420.00
W24	Utility Connection to Building - Sewer	8	EA	$206.89	$1,655.12	$1,611.25	$12,890.00	$1,725.00	$13,800.00	$1,177.50	$9,420.00
W25	Boardwalk	1	EA	$409,861.79	$409,861.79	$408,145.00	$408,145.00	$586,224.00	$586,224.00	$129,799.24	$129,799.24
W26	Dumpster Enclosure	1	EA	$24,104.40	$24,104.40	$41,892.50	$41,892.50	$24,150.00	$24,150.00	$10,717.60	$10,717.60
W27	Mechanical, Electrical, & Plumbing (MEP)	8	EA	$30,886.78	$247,094.24	$60,583.00	$484,664.00	$44,059.38	$352,475.04	$62,742.85	$501,942.80
W1	Maintenance of Traffic	1	LS	$4,137.78	$4,137.78	$6,445.00	$6,445.00	$2,760.00	$2,760.00	$11,755.00	$11,755.00
W2	Mobilization	1	LS	$48,719.90	$48,719.90	$100,000.00	$100,000.00	$227,267.60	$227,267.60	$186,585.50	$186,585.50
	GRAND TOTAL			-	**$1,349,428.40**	-	**$2,054,600.25**	-	**$2,289,937.28**	-	**$1,793,194.28**

DENOTES LOW BID

DESOTO COUNTY AGREEMENT
TINY TOWN CONSTRUCTION SERVICES
BID NO. 26-03-01ITB

THIS AGREEMENT is entered effective as of the date signed by the last party below (the "Effective Date") by and between DESOTO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 201 E. Oak Street, Second Floor, Arcadia, Florida 34266 (the "County"), hereby contracts with **STELLAR DEVELOPMENT, INCORPORATED** (the "Contractor") of 59 Sarasota Center Boulevard, Sarasota, FL 34208, a contractor licensed to perform all work in the State of Florida in connection with the County's Project **Construction Services for Tiny Town Homeless Shelter Project (Florida Commerce Agreement No. 22CV-S02), Project No. # 26-03-01ITB** (the "Project"), as said work is set forth in the Plans and Specifications prepared by **The Weiler Engineering Corporation**, the Engineer and/or Architect of Record (the "Design Professional") and other Contract Documents hereafter specified (the "Work").

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

Section 1. Contract Documents.

1.1. The Contract Documents consist of this Agreement, the Exhibits described in Section 36 hereof, the Legal Advertisement, ITB #26-03-01 Intent and General Information, the Instructions to Bidders, the Contractor's Bid proposal, the CDBG-CV Subgrant Agreement (22CV-S02), and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

1.2. The Design Professional is the initial interpreter of the Contract Documents but is not the judge between the County and the Contractor. The County reserves the right to make final decisions considering the Design Professional's recommendations or interpretations of the Contract Documents. The Design Professional does not have authority to obligate or commit the County to fund additional expenditures or approve extensions of time over the approved Contract Time or Amount. However, the Design Professional's interpretation as to the intent of his design shall be final and not subject to interpretation by the County's staff.

1.3. Any Work that may be reasonably inferred from the specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract

Documents, the order of precedence shall be as follows: (1) Change Orders; (2) the Agreement, including amendments and Exhibits; (3) Field Orders; (4) the solicitation documents, including any addenda. The Contract Documents listed above represent the entire and integrated Agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

1.4. Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

1.5. The County shall furnish to the Contractor up to three (3) sets of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

1.6. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

1.7. Construction services provided by Contractor for the Project shall be under the general direction of **Michael Giardullo, County Engineer of Record**, or their successor, who shall act as the County's representative during the term of this Agreement. If the County's representative is not a County employee, then County's representative is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without express approval by the Department Director, County Administrator, or Board of County Commissioners.

1.8. The County's representative, within the authority conferred by the Board of County Commissioners, shall initiate written Change Orders, and notification to the Contractor of any and all changes approved by the County in the Contractor's: (1) compensation; (2) time and/or schedule of service delivery; (3) and any amendment (s) or other change(s) relative to the Work pursuant to this Contract or Change Orders pertaining thereto. Following County approval, the County's representative shall coordinate issuance of any such documents. The County's representative shall be responsible for acting on the County's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract or any amendments, or Change Orders issued hereunder.

1.9. Neither the Contractor nor any Subcontractor, Supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the County shall have or acquire any title to or ownership rights to any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the County or their Design Professional and the specific written verification or adaptation by the Design Professional.

Section 2. Scope of Work.

2.1. The Project consists of [Project Description] as set forth in the Plans and Specifications prepared by the Design Professional. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, transportation, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement to complete the Project.

2.2. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Contract Documents.

Section 3. Contract Amount.

3.1. In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: **$1,349,428.40** (**ONE MILLION THREE HUNDRED FORTY-NINE THOUSAND FOUR HUNDRED TWENTY-EIGHT DOLLARS AND FORTY CENTS**) as more particularly set forth in the Contractor's cost proposal is included on the following page.

REVISED BID FORM

DESOTO COUNTY CONSTRUCTION SERVICES FOR TINY TOWN HOMELESS SHELTER PROJECT

26-03-01ITB

Item No.	Description	Quantity	Unit	Unit Price ($)	Extended Total ($)
W3	Sediment Barrier - Staked Silt Fence	600	LF	$ 5.38	$ 3,228.00
W4	Inlet Protection System	3	EA	$ 1,075.82	$ 3,227.46
W5	Clearing and Grubbing	0.34	AC	$ 30,620.00	$ 10,410.80
W6	Mailbox (Cluster Box Units)	1	AS	$ 4,875.96	$ 4,875.96
W7	Regular Excavation	80	CY	$ 12.00	$ 960.00
W8	Type B Stabilization	380	SY	$ 10.34	$ 3,929.20
W9	Optional Base - Base Group 6	488	SY	$ 35.58	$ 17,363.04
W10	Superpave Asphaltic Concrete 1"	19	TN	$ 700.11	$ 13,302.09
W11	Superpave Asphaltic Concrete 1.5"	29	TN	$ 700.11	$ 20,303.19
W12	Concrete Curb & Gutter, Variable Height Type F (Drop Curb)	60	LF	$ 133.78	$ 8,026.80
W13	Concrete Sidewalk and Driveways, 4" Thick	70	SY	$ 156.41	$ 10,948.70
W14	Concrete Sidewalk and Driveways, 6" Thick	14	SY	$ 108.00	$ 1,512.00
W15	Perfomance Turf - Sod	1	LS	$ 5,792.89	$ 5,792.89
W15A	FDOT # 57 Stone	1	LS	$ 34,467.72	$ 34,467.72
W16	Single Post Sign, F & I Ground Mount	2	AS	$ 455.16	$ 910.32
W17	Thermoplastic, STD, White, Solid, 6" for Parking Spaces	160	LF	$ 6.04	$ 966.40
W18	Thermoplastic, STD, White, Solid, 24"	12	LF	$ 9.10	$ 109.20
W19	Thermoplastic, STD, White Message or Symbol	1	EA	$ 587.56	$ 587.56
W20	Thermoplastic, STD, Blue, Solid, 6"	40	LF	$ 6.04	$ 241.60

W21	Concrete Bumper Guard (Wheel Stops)	6	EA	$ 140.68	$ 844.08
W22	ADA Tiny Home Installment	8	EA	$ 58,774.13	$ 470,193.04
W23	Utility Connection to Building - Water	8	EA	$ 206.89	$ 1,655.12
W24	Utility Connection to Building - Sewer	8	EA	$ 206.89	$ 1,655.12
W25	Boardwalk	1	EA	$ 409,861.79	$ 409,861.79
W26	Dumpster Enclosure	1	EA	$ 24,104.40	$ 24,104.40
W27	Mechanical, Electrical, & Plumbing (MEP)	8	EA	$ 30,886.78	$ 247,094.24
W1	Maintenance of Traffic	1	LS	$ 4,137.78	$ 4,137.78
W2	Mobilization	1	LS	$ 48,719.90	$ 48,719.90

GRAND TOTAL $ 1,349,428.40

WRITE OUT AMOUNT:

One Million Three Hundred Forty Nine Thousand Four Hundred Twenty Eight Dollars And Forty Cents

Company: Stellar Development Inc.

Address: 59 Sarasota Center Blvd.

City, State & Zip: Sarasota, Fl 34240

Signature: _____

Email: maurice@stellargc.com

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3.2. If the Contract Amount includes an Allowance, the Contractor shall cause the Work covered by the Allowance to be done for such sums within the limits of the Allowance as the County may approve. The Contractor agrees that the Contract Amount includes such sums as they deem proper for costs and any profit on account of any Allowances. No demands for an additional sum for overhead or profit will be allowed.

3.3. Any agreed upon changes to the Contract Amount must be accomplished by an approved, written Change Order in the form attached to this Agreement.

3.4. The County may subsequently identify items eligible for direct purchase for sales tax savings. The County shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any supplies, materials or equipment included in the Contractor's bid for the Contract. The County reserves the right to require Contractor to assign to the County agreements with suppliers for such goods. Contractor shall, from time to time submit, update and keep current, for consideration by the County, a list of all materials, supplies and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies and equipment with an aggregate purchase value of less than $10,000 need not be listed. Goods not required for the performance of the Contract shall not be purchased under this Agreement. The County reserves the right to delete or add items from this Agreement when it is in the County's best interest. Upon approval by the County, the Contractor will provide a worksheet by electronic means which will include a proposal from the vendor detailing the description of the item to be purchased, total price and sales tax to be deducted. The County will then issue a purchase order directly to the vendor for the cost of the item less the sales tax. Upon completion of all direct purchases the Contractor will prepare a deductive Change Order reducing the Contract Amount by the total amount of the purchases, inclusive of all sales tax, shipping, handling, insurance, and other similar charges paid by Owner. Administrative costs incurred by the Contractor with this Agreement, including administering the purchases in the name of the County, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Contract Amount because of the service provided by the Contractor in the purchase of property, materials, et cetera, in the name of the County.

3.5 Contractor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

3.6. Contractor acknowledges that funding for the Services outlined herein is provided

by a grant awarded to County through the State of Florida, Department of Economic Opportunity ("DEO") pursuant to a Federally Funded Community Development Block Grant CARES (CDBG-CV) Subgrant Agreement (22CV-S02), and as such, payments due to Contractor may be dependent and contingent on the County's receipt of grant reimbursements from the DEO pursuant to the grant.

Section 4. Bonds.

4.1. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. If the Contract is increased by a Change Order, it shall be the Contractor's responsibility to ensure that the Performance and Payment Bonds are amended accordingly, and a copy of the amendment forwarded to the County. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

4.2. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Section 5. Contract Time and Liquidated Damages

5.1. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" is established in the Notice to Proceed to be issued by the County. Written Notice to Proceed is contingent upon and will be done subsequent to the Contractor fully satisfying the County's stated insurance and Bond submittal requirements. The Contractor shall commence the Work within ten (10) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within **146 calendar days** from the Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within **166 calendar days** from the Commencement Date (herein "Contract Time"); however, in no event shall final completion occur later than August 31, 2026, unless authorized by the County in writing.

5.2. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, **$1,742.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the Design Professional issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

5.3. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. All days shall mean calendar day and not business day.

Section 6. Intent of Contract Documents

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

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

shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

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

Section 7. Investigation and Utilities

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

7.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities (surface and subsurface) being referred to in this Sub-Section 7.2. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work. Relocation or shutdown of County facilities must be requested by the Contractor in writing a minimum of ten (10) calendar days prior to the proposed Work. The County shall have the final decision with respect to whether the relocation or shutdown is required and when the relocation or shutdown of facilities may take place.

The Work may need to be performed at night or on weekends to minimize the interruption of service or to meet the operational needs of the County's facilities.

Section 8. Schedule

8.1. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County and Design Professional, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

8.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's and Design Professional's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The County's and the Design Professional's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 9. Progress Payments

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

9.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the Design Professional a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

9.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment

are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.

9.4. Contractor shall submit two (2) copies of its monthly Application for Payment to the Design Professional on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Design Professional shall either:

9.4.1 indicate his approval of the requested payment;

9.4.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or

9.4.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment and the action necessary to make the payment request proper.

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

9.5. The County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the Design Professional for payment, whichever is less. Such sums shall be accumulated and released to Contractor with final payment.

9.6. Monthly payments to Contractor shall in no way imply or constitute approval or acceptance of Contractor's work.

9.7. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

9.8. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the County's and the Design Professional's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary

acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 10. Payments Withheld

10.1. The Design Professional or the County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Design Professional or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

10.1.1 Defective Work not remedied;

10.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

10.1.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

10.1.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

10.1.5 Reasonable indication that the Work will not be completed within the Contract Time;

10.1.6 Unsatisfactory prosecution of the Work by the Contractor;

10.1.7 Failure to provide accurate and current "As-Builts"; or

10.1.8 Any other material breach of the Contract Documents.

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

Section 11. Final Payment

11.1. The County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the County and the Design Professional in accordance with Section 26.A. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of

the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.

11.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or the County at the time of final inspection.

Section 12. Submittals and Substitutions

12.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

12.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to Design Professional within thirty (30) calendar days after Notice of Award is received by Contractor.

12.3. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Design Professional for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified

in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional in evaluating the proposed substitute. The Design Professional may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

12.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Design Professional, if Contractor submits sufficient information to allow the Design Professional to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Design Professional shall be the same as those provided herein for substitute materials and equipment.

12.5. The Design Professional shall be allowed a reasonable time within which to evaluate each proposed substitute. The Design Professional shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Design Professional's and the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Design Professional will record time required by the Design Professional and the Design Professional's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the County accepts a proposed substitute, Contractor shall reimburse the County for the charges of the Design Professional and the Design Professional's consultants for evaluating each proposed substitute, or such charges may be deducted from an application for payment, at the County's sole discretion.

Section 13. Daily Reports, As-Builts and Meetings

13.1. Unless waived in writing by the County, Contractor shall complete and submit to Design Professional on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Design Professional and the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

13.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

13.1.2. Soil conditions which adversely affect the Work;

13.1.3. The hours of operation by Contractor's and subcontractor's personnel;

13.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

13.1.5. All equipment present at the Project site, description of equipment uses and designation of time equipment was used (specifically indicating any down time);

13.1.6. Description of Work being performed at the Project site;

13.1.7. Any unusual or special occurrences at the Project site;

13.1.8. Materials received at the Project site;

13.1.9. A list of all visitors to the Project site; and

13.1.10 Any problems that might impact either the cost or quality of the Work or the time of performance.

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

13.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Design Professional, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Design Professional for reference. Current and accurate "As-Built" record documents shall be submitted with each Application for Payment. Failure to provide current and accurate "As-Built" record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to Design Professional by Contractor for the County.

13.3. The Contractor shall submit to the Design Professional one complete set of all recorded changes made during Construction entitled "As-Built" and dated. Submittals shall be made in accordance with the above and shall be submitted at the time of Substantial Completion.

13.4. Certified "as-built" information, which the Contractor must show on marked-up copies of the design drawings, prints, and other materials as specified above, shall include both authorized and unauthorized changes and any modifications to material types from that specified in the bid plans and Specifications. As a prerequisite to any payments, the Contractor shall make available to the Design Professional all "as-built" information pertinent to the design drawings each month prior to his submission of a monthly application for payment. The Contractor shall also obtain "as-built" cross-sections of the roadway, ditches, channels, and other drainage ways as shown in the Contract Documents at intervals not to exceed 100 ft. The Contractor shall set benchmarks on or within 100 ft. of each control structure constructed as part of the Project. A complete description including elevation and location of each control structure benchmark shall be provided to the Design Professional as part of the "as-built" information. The elevation shall be clearly and permanently indicated on each benchmark.

13.5. "As-built" dimensions and elevations shall be obtained by a Professional Land Surveyor registered in the State of Florida pursuant to Chapter 472, Florida Statutes. The "as-built" drawings shall be signed and sealed by the Contractor's Professional Land Surveyor in accordance with Section 472.025, Florida Statutes.

13.6. All pertinent surveyors' field survey notes containing the "as-built" data shall be sealed and submitted to the Design Professional for review and acceptance prior to authorization of the final payment.

13.7. "As-built" data shall be secured, and the accuracy of measurements shall be 0.01 ft.

13.8. All sub-surface improvements considered part of the Work as shown in the Contract Documents shall be "as-built" by the Contractor prior to backfilling.

13.9. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

13.10. In addition to other requirements provided herein, Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

13.10.1. Keep and maintain public records required by the County in order to

perform the Scope of Services identified herein.

13.10.2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

13.10.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Contractor does not transfer all records to the County.

13.10.4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Contractor keeps and maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

13.11. If Contractor does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-993-4800, S.ALTMAN@DESOTOBOCC.COM, 201 E. OAK STREET, ARCADIA, FLORIDA 34266.

Section 14. Contract Time and Extensions

14.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of the County's suppliers and contractors as set forth in Section 17.2. herein.

14.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

14.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 15. Changes in the Work

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

15.2. A Change Order, in the form attached to this Agreement, Exhibit H, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.

15.3. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 16 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.

15.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. However, where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, those unit prices shall be applied to the quantities of the items involved. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

15.5. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

15.6. The Design Professional shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 16. Claims and Disputes

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

16.2. Claims by the Contractor shall be made in writing to the County and Design Professional within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Design Professional within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 15.4.

16.3. Any dispute, action or proceeding arising out of or related to this Agreement shall be exclusively commenced in the state courts of DeSoto County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the

exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens, and forsakes any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

16.4. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

16.5. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 17. Other Work

17.1. The County may perform other work related to the Project at the site by the County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the County and Design Professional within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

17.2. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the County, if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Design Professional and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between the County and such utility owners and other contractors.

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

Section 18. E-Verify

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

18.2. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

18.3. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

18.4. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

18.5. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

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

Section 19. Indemnification and Insurance

19.1. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Contractor's performance pursuant to this

Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

19.2. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions. The foregoing indemnification shall the same be construed to constitute agreement by Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties.

19.3. Contractor agrees to, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the County or Design Professional or their consultants, agents, officers and employees. The County and Contractor agree the first $100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement.

19.4. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement, Exhibit F. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In

addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

19.5. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

19.6. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

19.7. The Contractor will be fully responsible for all acts and omissions of his subcontractors and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the County. The County may, upon request, furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

19.8. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Design Professional as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

19.9. Should at any time the Contractor fail to maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

19.10. Contractor shall submit to Design Professional a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 20. Compliance with Laws

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

Section 21. Cleanup and Protections

21.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.

21.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work, and the Contractor shall bear the cost of any such restorations.

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

Section 22. Assignment

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

Section 23. Permits, Licenses and Taxes

23.1. Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

23.2. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor. The Contractor and his sureties, together with his officers, agents, and employees, shall protect and hold the County harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent.

23.3. The Contractor shall be fully responsible for the execution and adherence to all directives, instructions, conditions, special conditions, and limiting conditions contained in permits specifically issued for the Work and which pertain to or affect the construction phase of this project and shall be solely responsible for issuance of any Notices required thereby.

Section 24. Termination for Default

24.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or the Design Professional or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

24.2. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work

by whatever means, method or agency which the County, in its sole discretion, may choose.

24.3. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the Design Professional, upon application, and this obligation for payment shall survive termination of the Agreement.

24.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

24.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 25 below.

Section 25. Termination for Convenience and Right of Suspension

25.1. The County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

25.2. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and

exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 26. Completion

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

26.2. Within fourteen (14) calendar days of receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Design Professional will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, (3) all required As-Builts, shop drawings and other submittals; and (4) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. The County reserves the right to inspect the Work

and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the retainage shall become due and payable.

26.3. Prior to final payment, the Design Professional may request the Contractor to permit the use of a specified part of the Project which the County believes it may use without significant interference with construction of the other parts of the Project. If the Contractor agrees, he will certify to the Design Professional that said part of the Project is Substantially Complete and request the Design Professional to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen (14) calendar days thereafter, the Design Professional and the Contractor will make an inspection of that part of the Project to determine its status of completion. If the County considers that part of the Project to be Substantially Complete, the Design Professional will deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the County and the Contractor for maintenance, heat and utilities as to that part of the Project. The County shall have the right to exclude the Contractor from any part of the Project, which is so certified to be Substantially Complete, but the County will allow the Contractor reasonable access to complete or correct items on the punch list.

Section 27. Warranty

27.1. Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

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

27.3. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the County prior to the next application for progress

payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Section 28. Tests and Inspections.

28.1. The County, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Design Professional with timely notice of readiness of the Work for all required inspections, tests or approvals.

28.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. When any portion of the Work subject to inspection is ready for such, the Contractor shall provide the Design Professional forty-eight (48) hours' notice prior to the inspection. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Design Professional and the County.

28.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Design Professional, such work must, if requested by Design Professional, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Design Professional timely notice of Contractor's intention to cover the same and Design Professional has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Design Professional, such Work must, if requested by Design Professional, be uncovered for Design Professional's observation and be replaced at Contractor's sole expense.

28.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering, and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

28.5. Neither observations nor other actions by the Design Professional nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 29. Defective Work

29.1. Work not conforming to the requirements of the Contract Documents in the sole judgment of the Design Professional shall be deemed defective Work. If required by the County or Design Professional, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County or Design Professional, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the County harmless for same.

29.2. If the County or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Contractor, at the County's or Design Professional's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the County or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

29.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County or Design Professional may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the County and Design Professional to stop the Work shall not give rise to any duty on the part of the County or Design Professional to exercise this right for the benefit of Contractor or any other party.

29.4. Should the County determine, in its sole opinion, that it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay the County an appropriate amount to adequately compensate the County for its acceptance of the defective Work.

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

Section 30. Supervision and Superintendents

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

Section 31. Protection of Work

31.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the

Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

31.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger said Work or property.

31.3. Contractor shall not disturb any benchmark established by the Design Professional with respect to the Project. If Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs the Design Professional's benchmarks, Contractor shall immediately notify the County and Design Professional. The Design Professional shall reestablish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.

Section 32. Emergencies

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

Section 33. Use of Premises

33.1 The County will furnish, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands which entail the Project Site upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise.

33.2 The Contractor shall be responsible for staging, protecting, and storing equipment or materials. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably

encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 34. Safety

34.1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

34.1.1. All employees on the Work and other persons and/or organizations who may be affected thereby;

34.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

34.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

34.2. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

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

Section 35. Project Meetings

Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Design Professional and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend

any and all meetings convened by the Design Professional or the County with respect to the Project, when directed to do so by the County or Design Professional. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Design Professional.

Section 36. Exhibits Incorporated.

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

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

Section 37. Notices.

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

County Administrator or Designee
DeSoto County
201 E. Oak Street, Second Floor
Arcadia, Florida 34266
Phone: 863-993-4800
Fax: N/A
Email: p.waters@desotobocc.com

With Copy To:

DeSoto County Attorney

201 E. Oak Street, Second Floor
Arcadia, Florida 34266
Phone: (954) 315-0268
Fax: N/A
Email: vvicente@ngnlaw.com

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

Corporate Name of Contractor: Stellar Development, Incorporated

Address (including city, state and zip): 59 Sarasota Center Boulevard
Sarasota, Florida 34240

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

Richard Herrmann, Contractor Project Manager

Telephone and Fax numbers:

(216) 316-9986

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

Section 38. Modification.

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

Section 39. Successors and Assigns.

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

Section 40. Governing Law, Waiver of Jury Trial.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

Section 41. No Waiver.

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

Section 42. Vendors on Scrutinized Companies Lists.

By executing this Agreement, Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in

the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 42, this Section 42 shall be null and void.

Section 43. Modification.

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

Section 44. Entire Agreement.

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

Section 45. Severability.

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

Section 46. Subcontracting.

The Contractor may subcontract up to fifty percent 50% of work under this Contract. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

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

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

Section 47. Federal Provisions

47.1. General Federal Provisions. Work issued under this Agreement may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Contractor shall comply with the provisions of this Article and comply with the authorities enumerated below, which are incorporated herein by reference.

47.1.1. 2 CFR Part 25.110

47.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

47.1.3. Executive Orders 12549 and 12689

47.1.4. 41 CFR Part 60-1(a) and (d)

47.1.5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

47.2. Nondiscrimination Acts and Authorities. For all federally funded work, Contractor agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

47.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

47.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

47.2.3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

47.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

47.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

47.2.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

47.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

47.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

47.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public

entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

47.2.10. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

47.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

47.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

47.2.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

47.2.14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

47.2.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

47.3. Nondiscrimination Clauses for Compliance with Regulations. For all federally funded work, the Contractor agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses.

47.3.1. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

47.3.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

47.3.3. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

47.3.4. Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

47.3.5. Incorporation of Provisions. The Contractor will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

47.4. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733). For all federally funded work, Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement. The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

47.5. Conflict of Interest (2 CFR § 200.112). For all federally funded work, the Contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice; (ii) A Contractor's objectivity in performing the work is or might be otherwise impaired; or (iii) The Contractor has an unfair competitive advantage.

47.6. Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182. To the extent applicable, Contractor must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

47.7. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded work, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of

investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

47.8. Minority/Women Business Enterprise. For all federally funded work, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

47.9. Procurement of Recovered Materials. For all federally funded work, Contractor 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.

47.10. Environmental and Energy Policies. For all Work Authorizations over the mico-purchase threshold, the Contractor and subcontractors and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

47.11. Clean Air Act and Federal Water Pollution Control Act. In all Work Authorizations funded in excess of $150,000, the Contractor shall comply with the Clean Air Act as set forth below.

47.11.1. The Contractor agrees 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).

47.11.2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

47.11.3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance under this Agreement.

47.12. Federal Suspension and Debarment. This Agreement may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of its subcontractors, 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).

47.12.1. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

47.12.2. By entering this Agreement, Contractor has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

47.12.3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

47.12.4. Certification Instructions

47.12.4.1. By signing this Agreement, the Contractor, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.

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

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

47.12.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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

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

47.12.4.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

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

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

47.12.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

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

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

47.13. Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Contractor agrees to comply with all provisions of the Davis Bacon Act as amended. Contractors are 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. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the agreement. The decision to award a Contract shall be conditioned upon the acceptance of the wage determination.

47.14. Federal Lobbying. If applicable as set forth in any contract, Contractor who applies for an award of $100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in Exhibit D attached hereto as if fully set forth herein. Each tier of subcontractor will certify 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 of subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor.

47.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. Contractor is 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.

47.16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable contracts issued in excess of $100,000 that involve the employment of mechanics or laborers must comply 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, Contractor and all subcontractors and subcontractors are 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.

47.17. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for a Work Authorization meets the definition of "funding agreement" under 37 CFR § 401.2, Contractor may be subject to additional standard patent rights clauses in accordance with 37 CFR § 401.14.

47.18. Access to Records and Reports. Contractor will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, County, County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

47.19. Record Retention (2 CFR § 200.33). Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

47.20. Federal Changes. Contractor will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

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

47.22. Termination for Convenience. For any Work Authorization issued over the micro-purchase threshold may be terminated by County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

47.23. Safeguarding Personal Identifiable Information (2 CFR § 200.82). Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

47.24. Prohibition On Utilization of Cost Plus a Percentage of Cost Contracts (2 CFR Part 200). The County will not issue contracts containing Federal funding on a cost-plus percentage of cost basis.

47.25. Trafficking Victims Protection Act (2 CFR Part 175). Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract]is in effect; (2) procuring a commercial sex act during the period of time that resulting contract is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by County for Contractor's violating this provision, without penalty.

47.26. Domestic Preference for Procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds

for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

47.27. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005). All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with County for further details. Contractors shall be required to submit a completed Buy American Certificate with any applicable Work Authorization in substantially the following form:

47.27.1. Buy American Certificate (FAR 52.225-2) Contractor certifies that each end product, except those listed in paragraph 25.28.2 of this provision, is a domestic end product. Contractor shall list as foreign end products in paragraph 25.28.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms "domestic end product," "end product," and "foreign end product" are defined in FAR 52.225-1 entitled "Buy American-Supplies."

47.27.2. Foreign End Products: Line Item No. Country of Origin

_____ _____

_____ _____

47.27.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

47.28. Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216). Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use 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 Pub. L. 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.

47.29. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

47.30. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Contractor shall, upon request, provide County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

47.31. Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via https://www.sam.gov.

47.32. Never Contract with the Enemy (2 CFR Part 183). For contracts funded by grant and cooperative agreements in excess of $50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

47.33. Federal Agency Seals, Logos and Flags. Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

47.34. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.

47.35. Conflict with Grant Terms. In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Agreement, the conflicting terms and conditions of that document shall prevail.

47.36. DEO Federally-Funded Community Development Block Grant CARES (CDBG-CV) Subgrant.

This Agreement will be funded in full or in part by the Federally-Funded Community Development Block Grant CARES (CDBG-CV) Subgrant Agreement (Subgrant Contract No. 22CV-S020), as amended, which is incorporated herein by reference. Pursuant to Section 15 of the CDBG-CV Subgrant Agreement, the Contractor agrees:

i. to be bound by the terms of the CDBG-CV Subgrant Agreement;

ii. to be bound by all applicable State and Federal laws, rules, and regulations;

iii. to hold FloridaCommerce and the County harmless against all claims of whatever nature arising out of the Contractor's performance of Work under the Agreement; and

iv. in the event that the Contractor subcontracts any portion of the Work, any contract between the Contractor and its subcontractor shall include the foregoing provisions.

The Contractor further agrees to comply with the federal provisions related to grant funds attached incorporated herein.

Section 48. United States-Produced Iron and Steel. Pursuant to Section 255.0993, Florida Statutes, unless waived by the County, any iron or steel product permanently incorporated into the Project must be produced in the United States. The following are exempt from this requirement: (i) small amounts of foreign steel and iron that are incidental or ancillary to the primary product, are not separately identified in the project specifications, and the cost of which does not exceed $1/10^{th}$ of the total contract cost or $2,500, whichever is greater; and (ii) electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles.

Section 49. As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of the CONTRACTOR must attest under the penalty of perjury that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit is set forth in Exhibit I.

Section 50. Pursuant to Section 287.138, Florida Statutes, the County cannot knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if the entity is owned, controlled, organized, or operating in a

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

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR:
STELLAR DEVELOPMENT, INCORPORATED, a Florida Corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: Corporate Secretary _____

[Corporate Seal]

OWNER: DeSoto County, Florida

(SEAL)

By: _____
Steve Hickox, Chairman
Board of County Commissioners

Date: _____

ATTEST:

_____
Mandy Hines, County Administrator

APPROVED AS TO FORM:

_____
Valerie Vicente, County Attorney

EXHIBIT A
LEGAL ADVERTISEMENT

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

EXHIBIT B
INVITATION TO BID

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

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

ORGINAL

26-03-01
Desoto County
Tiny Town Homeless Shelter

Date/Time
February 13, 2026 @ 2:00PM EST

59 Sarasota Center Blvd.
Sarasota, FL 34240

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18. Addendum Acknowledgements
19. Bid Bond

Certification Forms

CERTIFICATION FORMS

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

x _____ Completely Executed Bid Package (one (1) original, marked as such, two (2) copies, and one (1) electronic copy of full Bid on a flash drive.)

x _____ Qualification Statement Form # 1

x _____ Non-Collusion Affidavit of Prime Bidder Form # 2

x _____ Drug-Free Workplace Form # 3

x _____ Insurance Form # 4

x _____ Indemnification Form # 5

x _____ Sworn Statement Pursuant to Florida Statutes Section 287.133(3)(a) on Public Entity Crimes Form # 6

x _____ Contracting with Minority and Women Business Enterprise (MWBE) Form #7

x _____ Access to Records and Records Retention Form # 8

x _____ E-Verify Responsibility and E-Verify Affidavit # 9

x _____ Domestic Preference Form # 10

x _____ SAM.GOV Registration-Debarment and Suspension Form # 11

x _____ Conflicts of Interest Form # 12

x _____ Section 3 Requirements # 13

x _____ Labor Standards Compliance Form # 14

x _____ Federal Grant Funded Clauses, inclusive of Appendix II to Part 200 # 15

x _____ Human Trafficking Affidavit #16

SECTION 3
BID PROPOSAL FORM

COMMUNITY DEVELOPMENT BLOCK GRANT CORONA VIRUS RELIEF PROGRAM (CDBG-CV) FUNDED (COMMERCE AGREEMENT NO. 22CV-S02)
CONSTRUCTION SERVICES FOR THE TINY TOWN HOMELESS SHELTER
INVITATION TO BID NO.: 26-03-01

Proposal of Stellar Development, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida doing business as Stellar Development, Inc.*, 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 the Tiny Town Homeless Shelter project 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 Ten (210) consecutive calendar days thereafter.

BIDDER acknowledges receipt of the following ADDENDA:

Number 1, dated 01/23/2026

Number 2, dated 01/28/2026

Number 3, dated 01/29/2026

Number 4, dated 01/30/2026

Number 5, dated 02/02/2026

Number 6, dated 02/04/2026

*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.

REVISED BID FORM

DESOTO COUNTY CONSTRUCTION SERVICES FOR TINY TOWN HOMELESS SHELTER PROJECT

26-03-01ITB

Item No.	Description	Quantity	Unit	Unit Price ($)	Extended Total ($)
W3	Sediment Barrier - Staked Silt Fence	600	LF	$ 5.38	$ 3,228.00
W4	Inlet Protection System	3	EA	$ 1,075.82	$ 3,227.46
W5	Clearing and Grubbing	0.34	AC	$ 30,620.00	$ 10,410.80
W6	Mailbox (Cluster Box Units)	1	AS	$ 4,875.96	$ 4,875.96
W7	Regular Excavation	80	CY	$ 12.00	$ 960.00
W8	Type B Stabilization	380	SY	$ 10.34	$ 3,929.20
W9	Optional Base - Base Group 6	488	SY	$ 35.58	$ 17,363.04
W10	Superpave Asphaltic Concrete 1"	19	TN	$ 700.11	$ 13,302.09
W11	Superpave Asphaltic Concrete 1.5"	29	TN	$ 700.11	$ 20,303.19
W12	Concrete Curb & Gutter, Variable Height Type F (Drop Curb)	60	LF	$ 133.78	$ 8,026.80
W13	Concrete Sidewalk and Driveways, 4" Thick	70	SY	$ 156.41	$ 10,948.70
W14	Concrete Sidewalk and Driveways, 6" Thick	14	SY	$ 108.00	$ 1,512.00
W15	Perfomance Turf - Sod	1	LS	$ 5,792.89	$ 5,792.89
W15A	FDOT # 57 Stone	1	LS	$ 34,467.72	$ 34,467.72
W16	Single Post Sign, F & I Ground Mount	2	AS	$ 455.16	$ 910.32
W17	Thermoplastic, STD, White, Solid, 6" for Parking Spaces	160	LF	$ 6.04	$ 966.40
W18	Thermoplastic, STD, White, Solid, 24"	12	LF	$ 9.10	$ 109.20
W19	Thermoplastic, STD, White Message or Symbol	1	EA	$ 587.56	$ 587.56
W20	Thermoplastic, STD, Blue, Solid, 6"	40	LF	$ 6.04	$ 241.60

W21	Concrete Bumper Guard (Wheel Stops)	6	EA	$ 140.68	$ 844.08
W22	ADA Tiny Home Installment	8	EA	$ 58,774.13	$ 470,193.04
W23	Utility Connection to Building - Water	8	EA	$ 206.89	$ 1,655.12
W24	Utility Connection to Building - Sewer	8	EA	$ 206.89	$ 1,655.12
W25	Boardwalk	1	EA	$ 409,861.79	$ 409,861.79
W26	Dumpster Enclosure	1	EA	$ 24,104.40	$ 24,104.40
W27	Mechanical, Electrical, & Plumbing (MEP)	8	EA	$ 30,886.78	$ 247,094.24
W1	Maintenance of Traffic	1	LS	$ 4,137.78	$ 4,137.78
W2	Mobilization	1	LS	$ 48,719.90	$ 48,719.90

GRAND TOTAL $ 1,349,428.40

WRITE OUT AMOUNT:

One Million Three Hundred Forty Nine Thousand Four Hundred Twenty Eight Dollars And Forty Cents

Company: Stellar Development Inc.

Address: 59 Sarasota Center Blvd.

City, State & Zip: Sarasota, FL 34240

Signature: _____

Email: maurice@stellargc.com

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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

SUBMITTED BY: Stellar Development, Inc.
NAME: Maurice Opstal, President
ADDRESS: 59 Sarasota Center Blvd. Sarasota, FL 34240
PRINCIPAL OFFICE: Same as above
EMAIL: brian@stellargc.com

CIRCLE ONE

(Corporation)
Partnership
Individual
Joint Venture
Other

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: Stellar Development Inc.

The address of the principal place of business is: 59 Sarasota Center Blvd. Sarasota, Fl 34240

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

a. Date of Incorporation: 7/31/2000

b. State of Incorporation: Florida

c. President's name: Maurice Opstal

d. Vice President's name: Brian Ellis

e. Secretary's name: Vanessa Opstal

f. Treasurer:

g. Name and address of Resident Agent: Maurice Opstal
59 Sarasota center, Blvd. Sarasota, FL 34208

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?

18

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

_____

SMG Development Inc.

_____

_____

_____

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

CGC 061038

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

Yes x No _____

9. Did you attend the Pre-Proposal Conference? **N/A**

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	
See attached professional references			Email
			Telephone
			Email
			Telephone
			Email
			Telephone

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

See attached resume

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

Chris Brede

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

SIGNATURE

State of Florida
County of SARASOTA

On this the 13TH day of FEBRUARY, 2026, before me, the undersigned Notary Public of the State of Florida, personally appeared

MAURICE OPSTAL 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.

Tiffany Tyler
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

TIFFANY TYLER
Notary Public - State of Florida
Commission # HH 610805
My Comm. Expires Nov 11, 2028
Bonded through National Notary Assn.

TIFFANY TYLER
(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.

Chris Brede

Project Manager



Education
- Florida Community College of Jacksonville
  Associate in Arts Degree 2002
- University of North Florida
  Building Construction Management
  Bachelor of Science 2005

Hotel Project Experience
- One Palm / Aloft Hotel $40 million, 500,000 SF 10 story hotel and apartment. Sarasota, FL
- Aloft Hotel & Parking Garage, 6 story hotel with 412 parking garage. Asheville, NC
- Hotel Sierra, $20 million, 18 story hotel in downtown Charlotte, Charlotte, NC
- Fairfield Inn & Springhill Suites, 30 million, 110,000 SF, 6 story hotels. Orlando, FL

Religious Project Experience
- Community Christian Church, $13.6 million, 90,000 SF, 1800 seat, 2 story sanctuary and related office space– Tamarac, FL
- Christ's Church, $5.3 million, 39,400 SF, 650 seat sanctuary and classroom facility -Jacksonville, FL

Commercial Project Experience
- Bishop Animal Shelter, Bradenton Fl
- Village on the Isle Assisted Living Facility, Venice, FL
- Sutton Place Ph II, $12 million, 90,000 SF 4 story, Jacksonville, FL
- Davis Center, $4 million, 40,000 SF 2 story tilt wall office building Jacksonville, FL
- Bacardi Distribution Center, $3 million, tilt wall. – Jacksonville, FL

Retail Project Experience
- Kohl's Department, ground up $3.5 million new store– Houma, LA
- Multiple Kohl's Department store remodels. 5 remodels around NC, FL
- JC Penny's retail remodels, $2 million around east coast Florida – East Coast of Florida

Industrial Project Experience
- Multiple storage facilities around southwest Florida
- West Lake Industrial Park, $15 million, 550,000 SF warehouse, construction. Jacksonville, FL
- Ring Power Corporation, $30 million, 5 building, totaling 311,000 SF. St. Augustine, FL

- Certified in Florida Storm Water Management
- OSHA 30

59 Sarasota Center Blvd.—Sarasota, FL 34240
Ph: 941-907-9577 · Fax: 941-907-9533

stellar DEVELOPMENT

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

OPSTAL, MAURICE ALBERT

STELLAR DEVELOPMENT INC.
59 SARASOTA CENTER BLVD
SARASOTA FL 34240

LICENSE NUMBER: CGC061038

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/25/2024

Do not alter this document in any form.

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

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Stellar Development, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

59 Sarasota Center Blvd.

Requester's name and address (optional)

6 City, state, and ZIP code

Sarasota, FL 34240

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

6	5	–	1	0	3	2	9	7	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** FEBRUARY 13, 2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

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

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

Purpose of Form

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

Ken Hinkle
Senior Project Manager
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, FL 34243
941.650.0815
Ken.hinkle@flysrq.com

Chris Brandt
Director of Special Projects
It Works Global
908 Riverside Dr.
Palmetto, FL 34221
941.376.2340
cbrandt@itworksglobal.com

Brett White
Chief Development Officer
Charlotte County Airport Authority
28000 A-1 Airport Rd.
Punta Gorda, FL 33982
941.639.1101 Ext 160
bwhite@flypgd.com

Fred Cochran
Owner
Insula Properties
50 Central Avenue Suite 970
Sarasota, FL 34236
941.504.6831
fcochran@inscap.com

Minimum Qualification Requirements

a. Project Name: North Jetty Park Dune Walk over Replacement
b. Client Contact information: Sarasota County Government; Ty Overmyer, PM; 941-232-6092; tovermye@scgov.net
c. Project Description: Demolition of two of the park's wood framed dune walkover structures, reconstruction of two of the wood framed dune walkover structures, installation of accessible items of beach showers, pedestrian walkways, and parking spaces all to meet ADA requirements.
d. Construction Cost: $1,499,615.49
e. Date of Completion: June 2024

a. Project Name: Connor Park
b. Client Contact Information: City of Palmetto; Nixa Haisley, Purchasing Manager; 941-723-4570 ext. 7112; nhaisley@palmettofl.org
c. Project Description: Construction of Connor Park including boardwalk bridge construction, pond, and recreational walkway. Other aspects of the project included contaminated soil removal, stormwater treatment improvements and creation of public access and aesthetics for the community. The scope of services for General Construction included the following: contaminated soil removal, masonry, concrete, electrical, plumbing, paving, grading, carpentry, millwork, framing, hardware and excavation.
d. Construction Cost: $3,804,637.73
e. Date of Completion: August 2023

a. Project Name: Hampton Inn & Suites
b. Client Contact Information: North Port Hospitality LLC & Lodgco; Mike Postle, VP of Development; 989-773-2400; mpostle@lodgco.net
c. Project Description: New completely wood framed 4-story hotel.
d. Construction Cost: $9,809,936.00
e. Date of Completion: December 2020

a. Project Name: Mcintosh Park Trails PHI
b. Client Contact Information: City of Plant City; Jack Holland, Director Parks & Recreation; 813-659-4250; jholland@plantcitygov.com
c. Project Description: Construction of a large wood framed observation tower to view the surround park areas, at-grade, crushed stone walking trails; a crushed stone parking area;, a playground feature, various amenities (trash cans, message board, benches), and related work.
d. Construction Cost: $491,620.69
e. Date of Completion: April 2021

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

State of Florida
County of Sarasota

Maurice Opstal, being first duly sworn, deposes and says that:

1. he/she is President of Stellar Development Inc., 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: _____

Title: President

Subscribed and sworn to before me this 13TH day of FEBRUARY, 2026

_____
Notary Public

My Commission Expires: _____

TIFFANY TYLER
Notary Public - State of Florida
Commission # HH 610805
My Comm. Expires Nov 11, 2028
Bonded through National Notary Assn.

DRUG-FREE WORKPLACE FORM
(CERTIFICATION SUBMITTAL THREE)

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

That Stellar Development Inc. 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.

Bidder's Signature

February 13, 2026
Date

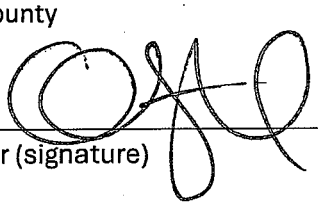
Stellar Development Inc.
Company Name

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 #26-03-01.

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)

February 13, 2026
Date

Maurice Opstal
Name of Authorized Representative

Stellar Development Inc.
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 of Owner or Officer

DATE: February 13, 2026 ATTEST: _____
Corporate Secretary or Witness

941-907-9577
Organization Phone Number

STATE OF: Florida

COUNTY OF: Sarasota

The foregoing instrument was acknowledged before me this 13TH day February of 2026 by Maurice Opstal, of Stellar Development Inc. (Company Name).

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

_____
Signature of Notary

Tiffany Tyler (Seal)
Printed Name of Notary

TIFFANY TYLER
Notary Public - State of Florida
Commission # HH 610805
My Comm. Expires Nov 11, 2028
Bonded through National Notary Assn.

My Commission Expires: _____

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 Desoto County [print name of the public entity] by Maurice Opstal, President for Stellar Development Inc.
[print individual's name and title]

Stellar Development Inc.
[print name of entity submitting sworn statement]

whose business address is 59 Sarasota Center Blvd. Sarasota, FL 34240

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

of the individual signing this sworn statement is 65-1032975.

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]

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

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

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

This Space Left Blank Intentionally

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 Sarasota

The foregoing instrument was acknowledged before me on this 13TH day of

February, 2026 by Maurice Opstal

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

Tiffany Tyler
Signature of Notary

Tiffany Tyler
Printed Name of Notary

(Seal)

TIFFANY TYLER
Notary Public - State of Florida
Commission # HH 610805
My Comm. Expires Nov 11, 2028
Bonded through National Notary Assn.

My Commission Expires: _____

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 #26-03-01, 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)	February 13, 2026 Date
Maurice Opstal Name of Authorized Representative	Stellar Development Inc. Company Name

Good Faith Efforts

- 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;

  Action Take: We obtained lists of minority/woman owned businesses, for applicable scopes associated with this project, from the following resources:

  - **FDOT DBE online Directory**
  - **Florida Department of Management Services (Office of Supplier Diversity)**
  - **List of subs included with bid documents**

  Our list is included for reference.

- 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;

  Florida Office of Supplier Diversity website was utilized during the solicitation project

- 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;

  All minority and women owned businesses referenced on the enclosed list were solicited via email. A sample email has been included for reference; however, each email can be provided upon request.

- 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);

  In bidding projects with a minority/woman owned business goal, we look to unpackage scopes of work where possible in order to allow smaller minority firms to participate. We also allow for special payment terms for minority subcontractors if needed, where cash flow is a concern.

- 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.

  If/when the schedule permits additional opportunities to minority and/or woman-owned business during the course of construction, we can inform these business accordingly.

Name of Minority Sub	Date of Written Notification	E-Mail Address	Bidding? Yes/no	Notes
A/C Tech Professionals Inc	January 19, 2026	accounting@actechpro.net		no response
A J Plumbing Inc	January 19, 2026	ajplumbing@usa.com		no response
A1A Sod Sand And Soil Inc	January 19, 2026	general@a1asod.com		no response
Allison's Affordable Roof LLC	January 19, 2026	allisonsaffordableroofing@gmail.com		no response
All-In-One Electric	January 19, 2026	rjones@aioelectric.com		no response
All Area Roofing & Construction	January 19, 2026	service@allarearoofing.com		no response
Alma Electric, LLC	January 19, 2026	almaelectric@yahoo.com		no response
Architectural Tile & Marble LLC	January 19, 2026	wilramosjr@archtile.com		no response
Arox Land Development Corp	January 19, 2026	grace@aroxland.com		no response
Bateman Contracting	January 19, 2026	lisabateman@bateman-contracting.com		no response
Becerra Constrcution Inc	January 19, 2026	jbecerra@becerraconstruction.com		no response
Best Way Drywall LLC	January 19, 2026	bestwaydrywall@regiomgmt.com		no response
C&C Painting Contractors Inc	January 19, 2026	carlos@ccpainting.com		no response
Commercial Concrete Contractors Inc	January 19, 2026	andrew@ccctampa.com		no response
CSA Environmental Services LLC	January 19, 2026	csalandclearing@aol.com		no response
DuCon Plumbing LLC	January 19, 2026	edubose@ducon.us		no response
DuCon, LLC	January 19, 2026	bid@ducon.us		no response
Dynamic Electrical Contractor Inc.	January 19, 2026	estimating@dynamicelectric.biz		Email does not work.
E F Gaines Surveying Services Inc.	January 19, 2026	liz@efgaines.com		no response
Echezabal & Asspcoates, Inc.	January 19, 2026	state@echezabal.com		Email does not work.
Electrical Solutions Group Inc	January 19, 2026	jdohse@esgtampa.com		no response
Empire-Closets	January 19, 2026	courenay@empire-closets.com		Email does not work
Erwin Electric	January 19, 2026	robin@erwinelectric.com		no response
Extreme Plumbing Inc	January 19, 2026	extplumbing03@aol.com		no response
Federal Electric Inc.	January 19, 2026	vinnyfec@gmail.com		no response
Ferrada Painting Servcies	January 19, 2026	ferradapaintingservices@gmail.com		no response
First Choise Roofing Contractors Inc.	January 19, 2026	jan.danford@me.com		no response
Florida Engineering and Surveying LLC	January 19, 2026	jessie@florida-eas.com		no response
Forristall Enterprises Inc	January 19, 2026	jessica@forristall.com		no response
Foundation Mechanical	January 19, 2026	alison.hewitt@foundation-mech.com		Email does not work.
Freedom Isnulation Inc	January 19, 2026	april@freedominsulation.com		no response
Gulf Coast Tile & Marble Inc.	January 19, 2026	gctile@comcast.net		no response
HG Construction International Corp	January 19, 2026	heladio.gamero@gmail.com		no response
Hyatt Survey Services Inc.	January 19, 2026	pam@hyatt-survey.com		no response
Imperial Cabinets & Milwork LLc	January 19, 2026	imperialcabinets94@yaho.com		no response
International Roofing LLC	January 19, 2026	lorena@internationalroofs.com	yes	
J.D.:. Electric Inc	January 19, 2026	kathy@jdpelectric.com		no response
JRL Underground Utilities Inc.	January 19, 2026	laguerrejean@yahoo.com		no response
JRM Construction group Inc.	January 19, 2026	eddie.aldridge@jrmconstructiongroup.com	No	Out of service area.
Len's Roofing, Inc.	January 19, 2026	info@lensroofing.com		no response
Mader Electric Inc.	January 19, 2026	knj@maderelectricinc.com		Email does not work.
Manasota Flooring, Inc.	January 19, 2026	commercialbids@manasotaonline.com		no response
Master Maintenance	January 19, 2026	master.maintenance2@yahoo.com		no response
Merion Landscape Service LLC	January 19, 2026	bsimms@merionls.com		no response
Mihcael J. Looney, Inc.	January 19, 2026	karen@looneyelectric.com		no response
Northwest Surveying Inc	January 19, 2026	kgreen@nsitampa.com	No	Out of service area.
NUTEK PLUMBING LLC	January 19, 2026	nutekplumbing@hotmail.com		no response
Nx Gen Heating and Cooling	January 19, 2026	rodney@nxgencooling.com		no response
Obi Global LLC dba Global 360 Painting	January 19, 2026	obigloballlc@gmail.com		no response
O'Neal Surveying & Mapping Inc.	January 19, 2026	mary@osmese.com		Email does not work.
Oneco Concrete & Asphalt	January 19, 2026	onecoconcrete@gmail.com	No	
Painters In & Out LLC	January 19, 2026	fazia@elitepaintingfl.com		no response
Park Coastal Surveying LLC	January 19, 2026	skip@parkcoastalsurveying.com		no response
Point-By-Point Constrcution	January 19, 2026	pointbypointconstruction@gmail.com		Email does not work.
Ponce De Leon Drywall Inc	January 19, 2026	ossie@pdldrywall.com		Email does not work.
Poseidon Roofing LLC	January 19, 2026	tori@proseidonroof.com		Email does not work.
Professional Concrete, Inc.	January 19, 2026	david@professionalconcrete.com	no	
Rightmire's Land Services Inc	January 19, 2026	rightmire@verizon.net		no response
R&R Site, Utilities LLC	January 19, 2026	boondocks1@live.com		no response
Shipps Excavating and Grading Inc.	January 19, 2026	es@shippscontractinginc.com		no response
Sir Painter LLC	January 19, 2026	chrisi@sirpainter.com		Email does not work.
Solomon's Air Conditioning & Appliance Inc	January 19, 2026	solomons_ac@yahoo.com		no response
Southern Door & Hardware LLC	January 19, 2026	trice@southerndoorandhardware.com		no response
Straig Line Painting Inc	January 19, 2026	edison@slpinc.us		no response
Superior Mechanical Solutions	January 19, 2026	monica.howard@superiormechanical.net		no response
Supreme Electric Inc	January 19, 2026	ml.sei312@gmail.com		no response

Titan Electrical Service of SWFL LLC	January 19, 2026	trish@titanelectrical.com		no response
Treider Industries Inc.	January 19, 2026	b.treider@hotmail.com		no response
Trypower Electrical Services Inc	January 19, 2026	trypower.electrical@gmail.com		no response
United Pro Painters LLC	January 19, 2026	unitedpropaintersllc@gmail.com		no response
Versa-Tile & Marble Inc	January 19, 2026	contact@versatilemi.com	yes	no response
Volts Electrical Services LLC	January 19, 2026	dmorales@volts-electric.com	yes	no response
Wentco Inc.	January 19, 2026	cathy.reynolds@wentcoinc.com		no response
Xtreme Painting Services Inc	January 19, 2026	amalia@xtremepaintingservices.com	No	

SAMPLE EMAIL

Tiffany Tyler

From: Tiffany Tyler
Sent: Monday, January 19, 2026 12:21 PM
To: 'b.treider@hotmail.com'
Subject: Tiny Town Homeless Shelter

Good morning,

We are bidding the Tiny Town Homeless Shelter project in Arcadia, FL as a Prime GC. This project has goals to meet for minority designated businesses. We found your company listed with the bid documents, or on one of the following sites:

- FDOT
- Florida Department of Management Services (Office of Supplier Diversity)

At your earliest convenience, please confirm if your company could submit a bid to us. Sub bids are due by February 4th. Bid documents can be access through the following link: https://securecc.smartinsight.co/#/PublicBidProject/841742

Don't hesitate to contact our Estimator John Ryan with any questions or concerns at our office number below or email at john.ryan@stellargc.com.

Thank you.



Tiffany Tyler
Administrative Executive

Stellar Development
59 Sarasota Center Blvd
Sarasota FL 34240
941-907-9577 office

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 #26-03-01, and as outlined below:

ACCESS TO RECORDS

1. The County, Florida Commerce, 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)	February 13, 2026 Date
Maurice Opstal Name of Authorized Representative	Stellar Development Inc. 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 #26-03-01.

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.

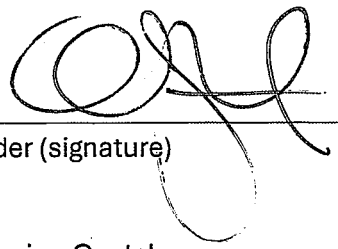
a. The Bidder shall provide the County and require each of its subcontractors to provide the Bidder, with an affidavit (Exhibit B) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Bidder shall maintain a copy of the subcontractor's affidavit 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)

February 13, 2026

Date

Maurice Opstal

Name of Authorized Representative

Stellar Development Inc.

Company Name

DESOTO COUNTY
CONTRACTOR/CONSULTANT/VENDOR
E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Sarasota

BEFORE ME, the undersigned authority, appeared Maurice Opstal, 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 Contractor (Stellar Development Inc.) (the "Contractor/Consultant/Vendor").

4. I am authorized by Stellar Development Inc. 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 of Affiant
on behalf of Contractor/Vendor

By: Maurice Opstal
As its: President
Dated: February 13, 2026

STATE OF Florida
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 13TH day of February, 2026, by Maurice Opstal, on behalf of Stellar Development, LLC., who is personally known to me or who has produced _____ as identification.

Tiffany Tyler

Print Name: Tiffany Tyler
Notary Public of the State of Florida

My Commission Expires:

TIFFANY TYLER
Notary Public - State of Florida
Commission # HH 610805
My Comm. Expires Nov 11, 2028
Bonded through National Notary Assn.

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 #26-03-01.

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. Secondarily, these provisions shall set standards for grant administration and project engineering firms to ensure the incorporation of these requirements in projects documents and oversite of the construction contractor to ensure compliance with the Domestic Preference requirements.

Construction Procurements and Awards

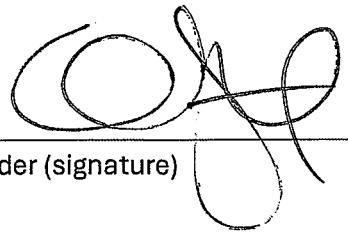
Procurements for Federally funded construction services shall include a requirement that the bidder and selected construction contractor agree to execute a contract including the Domestic Preference provisions and additionally require that said contractor adhere to the Domestic Preference provisions 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 oversite 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 oversite of construction specifications and implementation of construction work to ensure the inclusion of the Domestic Preference requirements are adhered to.



Bidder (signature)

February 13, 2026

Date

Maurice Opstal

Name of Authorized Representative

Stellar Development Inc.

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 #26-03-01 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

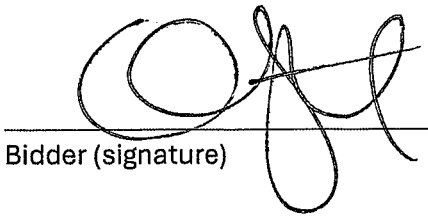
a. Contract(s) awarded as a result of this Invitation to Bid, is/are covered transaction for the purposes of 2 C.F.R. Part 180, 2 C.F.R. Part 3000, 24 C.F.R. Part 570.609, 24 C.F.R. Part 5.105 (c), 2 C.F.R. Part 2424, and Appendix II to Part 200 (h). As such the BIDDER is required to verify that none 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 #26-03-01 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)

February 13, 2026
Date

Maurice Opstal
Name of Authorized Representative

Stellar Development Inc.
Company Name

CONFLICTS OF INTEREST

(CERTIFICATION SUBMITTAL TWELVE)

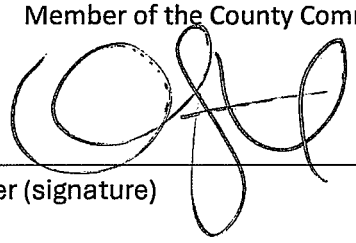
By signing below the Bidder states that they fully understand the requirements, as outlined in 2 CFR 200.319(b) that prohibits contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for Bids must be excluded from competing for such procurements. 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 #26-03-01, 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)

Februray 13, 2026

Date

Maurice Opstal

Name of Authorized Representative

Stellar Development Inc.

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 # 26-03-01. 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 Florida Commerce (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 Florida Commerce (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 #26-03-01, 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

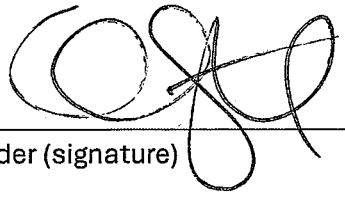
person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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)

February 13, 2026
Date

Maurice Opstal
Name of Authorized Representative

Stellar Development, Inc.
Company Name

PRIME CONTRACTOR CERTIFICATION REGARDING SECTION 3 COMPLIANCE

Project Name: DeSoto County – Tiny Town Homeless Shelter Project

CDBG Contract Number: 22CV-S02

Prime Contractor Name: Stellar Development, Inc. Phone: 941-907-9577

Authorized Representative: Maurice Opstal Email: maurice@stellargc.com

I, Maurice Opstal, having authority to make certain contractual certifications for Stellar Development Inc. (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:

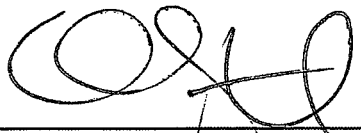
1) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located in the following order of priority (*where feasible*):
    a) Section 3 business concerns that provide economic opportunities 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 wells 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 wells 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 wells 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 wells as the qualitative efforts made by our sub-contractor(s) toward achieving these goals.

Signed and certified this 13TH day of FEBRUARY, 2026



Name of Authorized Signed, Title Maurice Opstal, President
Name of Construction Contractor Company Stellar Development, Inc.

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 exits.

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 Stellar Development, 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.

_____ Signature

Maurice Opstal, President _____ Title February 13, 2026 Date

CERTIFICATION OF BIDDER
REGARDING SECTION 3
AND SEGREGATED FACILITIES

Stellar Development, Inc.
Name of the Proposed Contractor

DeSoto County – Tiny Town Homeless Shelter Project
Project Name

22CV-S02
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

February 13, 2026
Date

Signer Name Maurice Opstal

Title President

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.

Stellar Development Inc.
Company Name

Bidder (signature)

February 13, 2026
Date

Maurice Opstal
Name of Authorized Representative of the Contractor

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 #26-03-01.

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 Response 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.

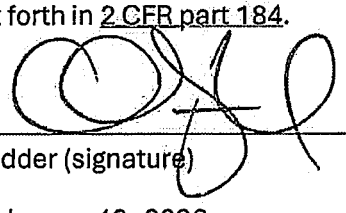
(b) For purposes of this section:

(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.

Stellar Development Inc.
Company Name



Bidder (signature)

February 13, 2026
Date

Addendum Acknowledgement

DESOTO COUNTY
CDBG-CV FUNDED CONSTRUCTION SERVICES FOR TINY TOWN HOMELESS SHELTERS PROJECT
ADDENDUM NO. 1

PROJECT NO. 26-03-01ITB

Addendum No. 1 dated this 23rd day of January 2026.

Cindy Talamantez

Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidder's Receipt of Addendum No. 1 by:

Signature: _____

Company: Stellar Development Inc.

Date: February 13, 2026

DESOTO COUNTY
CDBG-CV FUNDED CONSTRUCTION SERVICES FOR TINY TOWN HOMELESS SHELTERS PROJECT
ADDENDUM NO. 2

PROJECT NO. 26-03-01ITB

Addendum No. 2 dated this 28th day of January 2026.

Cindy Talamantez

Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidder's Receipt of Addendum No. 2 by:

Signature: _____

Company: Stellar Development Inc.

Date: February 13, 2026

DESOTO COUNTY
CDBG-CV FUNDED CONSTRUCTION SERVICES FOR TINY TOWN HOMELESS SHELTERS PROJECT
ADDENDUM NO. 3
PROJECT NO. 26-03-01ITB

Addendum No. 3 dated this 29th day of January 2026.

Cindy Talamantez

Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidder's Receipt of Addendum No. 3 by:

Signature: _____

Company: Stellar Development Inc.

Date: February 13, 2026

DESOTO COUNTY
CDBG-CV FUNDED CONSTRUCTION SERVICES FOR TINY TOWN HOMELESS SHELTERS PROJECT
ADDENDUM NO. 4

PROJECT NO. 26-03-01ITB

Addendum No. 4 dated this 30th day of January 2026.

Cindy Talamantez

Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidder's Receipt of Addendum No. 4 by:

Signature: _____

Company: Stellar Development Inc.

Date: February 13, 2026

DESOTO COUNTY
CDBG-CV FUNDED CONSTRUCTION SERVICES FOR TINY TOWN HOMELESS SHELTERS PROJECT
ADDENDUM NO. 5
PROJECT NO. 26-03-01ITB

Addendum No. 5 dated this 2nd day of February 2026.

Cindy Talamantez

Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidder's Receipt of Addendum No. 5 by:

Signature: _____

Company: Stellar Development Inc.

Date: February 13, 2026

DESOTO COUNTY
CDBG-CV FUNDED CONSTRUCTION SERVICES FOR TINY TOWN HOMELESS SHELTERS PROJECT
ADDENDUM NO. 6

PROJECT NO. 26-03-01ITB

Addendum No. 6 dated this 4th day of February 2026.

Cindy Talamantez

Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidder's Receipt of Addendum No. 6 by:

Signature: _____

Company: Stellar Development Inc.

Date: February 13, 2026

Bid Bond

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Stellar Development Inc.
59 Sarasota Center Blvd
Sarasota, FL 34240

SURETY:
(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

DeSoto County Board of Commissioners
201 E. Oak Street, Suite 203
Arcadia, FL 34266

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

DeSoto County Community Development Block Grant Corona Virus Response Program (CDBG-CV) Construction Services for Tiny Town Homeless Shelter Project (Florida Commerce Agreement No. 22CV-S02), ITB 26-03-01

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of February, 2026

(Witness)

Stellar Development Inc.
(Principal) *(Seal)*

By:
(Title) MAURICE OPSAL, PRESIDENT

(Witness) Cindy L. Mirisola

Fidelity and Deposit Company of Maryland
(Surety) *(Seal)*

By:
(Title) Robert H. Bond Attorney-in-Fact

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

S-0054/AS 8/10

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Charles J. NIELSON, Charles D. NIELSON, Laura D. MOSHOLDER, Robert H. BOND of Miami Lakes, Florida,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 21st day of February, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 21st day of February, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

EXTRACT FROM BY-LAWS OF THE COMPANIES

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of February, 2026.

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXHIBIT D
PERFORMANCE BOND

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

EXHIBIT E
PUBLIC PAYMENT BOND

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

EXHIBIT F
INSURANCE REQUIREMENTS
CERTIFICATES OF INSURANCE

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

(A) The name and type of policy and coverages provided;
(B) The amount or limit applicable to each coverage provided;
(C) The date of expiration of coverage;
(D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
(E) The following clause must appear on the Certificate of Insurance:

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

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

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKER'S COMPENSATION

State: Statutory
Employer's Liability: $1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

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

Comprehensive General Liability Insurance shall include:

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

COMPREHENSIVE AUTOMOBILE LIABILITY

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

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

EXHIBIT G
RELEASE AND AFFIDAVIT

COUNTY OF_____
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against DeSoto County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated _____, ____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No._____.

CONTRACTOR: _____

By: _____ (signature of the executive officer)

Its: _____ (title of the executive officer)

Date: _____

WITNESSES:

_____ _____

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

_____,. by _____, as _____ of

_____, a _____ corporation, on behalf of the

corporation. He/she is personally known to me or has produced _____

_____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of_____

Commission No.:_____

EXHIBIT H
CHANGE ORDER FORM

CHANGE ORDER NO. _____ DESOTO COUNTY PROJECT NO. _____

TO: _____
_____
_____

DATE: _____

PROJECT NAME:_____
DeSoto County Project No. _____

Under our AGREEMENT dated_____.

****

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

_____
_____
_____

FOR THE ADDITIVE or DEDUCTIVE Sum of:
_____($_____).

Original Agreement Amount $_____

Sum of Previous Changes $_____

This Change Order ADD/DEDUCT $_____

Present Agreement Amount $_____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Contract Time is now _____ (_____) calendar days and the final completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: _____ , 20____ .

DESOTO COUNTY, FLORIDA

By: _____
Chair

CONTRACTOR

By: _____
President

DESIGN PROFESSIONAL: By: _____ Consulting Engineer

Exhibit I
ANTI-HUMAN TRAFFICKING AFFIDAVIT

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 Maurice Opstal (insert name) as President (insert title) on behalf of Stellar Development Inc. (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. Stellar Development Inc. (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Stellar Development Inc. (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.

This Space Left Blank Intentionally

FURTHER AFFIANT SAYETH NOT.

February 13, 2026

(Affiant)

STATE OF FLORIDA
COUNTY OF Sarasota

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this February 13, 2026 by Maurice Opstal on behalf of Stellar Development Inc., who is personally known to me or has produced _____ as identification.

TIFFANY TYLER
Notary Public - State of Florida
Commission # HH 610805
My Comm. Expires Nov 11, 2028
Bonded through National Notary Assn.

Notary Public

Name (Printed) Tiffany Tyler

My commission expires _____.

(Printed typed or stamped Commissioned name of Notary Public)

Exhibit J

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

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

I _____ (insert name) as _____ (insert title) on behalf of _____ (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. I certify that _____ (insert entity name) ("Vendor"):

   a. Is not owned by the government of a foreign country of concern;

   b. A government of a foreign country of concern does not have a controlling interest in Vendor; and

   c. Is not organized under the laws of nor have its principal place of business in a foreign country of concern.

3. For purposes of this Affidavit, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Printed Name:
Title: _____
Nongovernmental entity: _____
Date: _____

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or _____ remote notarization by _____ as _____ on behalf of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 202___.

_____
Notary Public

(Notary Seal)

DeSoto County

3/10/2026

Item #: 7.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Choose an item.

DEPARTMENT: Administrative Services
SUBMITTED BY: **Elicia Taylor, Accounts Payable Technician**
PRESENTED BY: **Peter Danao, Finance Director**

TITLE & DESCRIPTION:
Accounts and Warrants Drawn Per Schedule of Bills Payable.

REQUESTED MOTION:
To approve accounts and warrants drawn according to Schedule(s) of Bills Payable January 27, 2026-February 24, 2026.

SUMMARY:
Click or tap here to enter text.

BACKGROUND:
Checks and Warrants as follows: Truist Banks Consolidated Fund, Wire Transfers, Bank Drafts, Payroll Fund, and Check #316321-316625; Payroll Clearing Fund wire drafts; Local Housing-SHIP Fund Check #001814-001817; Utilities Capital Fund drafts #000548-000551; Flexible Spending Account Check #005018 Indigent Health Care Check #007223, 007276; DCVOL #N/A.

FUNDS:
Budget Amount: **N/A**
Actual Agenda Item: **N/A**
Cost: **N/A**
Account Number: **N/A**
Explanation: **N/A**

VENDOR SET: 01 Desoto County
BANK: * ALL BANKS
DATE RANGE: 1/27/2026 THRU 2/24/2026

VENDOR	I.D.	NAME		STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK	VOID CHECK		V	1/29/2026			316339		
6170		JUSTIN SMITH								
	C-CHECK	JUSTIN SMITH	UNPOST	V	1/29/2026			316351		588.80CR
6170		JUSTIN SMITH								
	M-CHECK	JUSTIN SMITH	UNPOST	V	2/10/2026			316351		
4327		MANDY HINES								
	C-CHECK	MANDY HINES	UNPOST	V	1/29/2026			316352		533.00CR
4327		MANDY HINES								
	M-CHECK	MANDY HINES	UNPOST	V	2/10/2026			316352		
	C-CHECK	VOID CHECK		V	2/05/2026			316453		
	C-CHECK	VOID CHECK		V	2/05/2026			316459		
	C-CHECK	VOID CHECK		V	2/05/2026			316460		
0012		LIBERTY NATIONAL								
	C-CHECK	LIBERTY NATIONAL	VOIDED	V	2/10/2026			316472		7,838.46CR
	C-CHECK	VOID CHECK		V	2/10/2026			316473		
	C-CHECK	VOID CHECK		V	2/10/2026			316475		
	C-CHECK	VOID CHECK		V	2/12/2026			316497		
3175		TOSHIBA AMERICA BUSINESS SOLUT								
	C-CHECK	TOSHIBA AMERICA BUSINESS	UNPOST	V	2/19/2026			316616		78.00CR
3175		TOSHIBA AMERICA BUSINESS SOLUT								
	M-CHECK	TOSHIBA AMERICA BUSINESS	UNPOST	V	2/20/2026			316616		

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	11	VOID DEBITS	0.00			
		VOID CREDITS	9,038.26CR	9,038.26CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	11	9,038.26CR	0.00	0.00
BANK: * TOTALS:	11	9,038.26CR	0.00	0.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 1/27/2026 THRU 2/24/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5897		DESOTO COUNTY UTILITIES							
	I-26003	03-0003	D	1/27/2026	1,621.00		005015		1,621.00
5344		FLORIDA DIVISION OF EMERGENCY							
	I-202602022544	HMGP - EXTENSION OFFICE	D	1/30/2026	0.10		005017		0.10
4298		FIRST BANKCARD							
	I-22026-ACCT 3783	JAN 2026 PAYMENT	D	2/03/2026	27,139.57		005019		27,139.57
5344		FLORIDA DIVISION OF EMERGENCY							
	I-202602092582	GRANT FDEM-D1489 BANK INTEREST	D	1/28/2026	25,458.94		005043		25,458.94
0517		DEPT. OF BUSINESS AND							
	I-202602102594	QTR BUILDING PERMIT SUR PYMT	D	2/02/2026	4,579.49		005045		4,579.49
1621		DESOTO CO. WATER UTILITY							
	I-202602102601	JAN26 MON PYMT FRM PSD	D	2/05/2026	288.20		005046		288.20
5004		WOMACK SANITATION INC - CURBSI							
	I-202602122616	FEBRUARY 2026 PYMT	D	2/04/2026	213,055.83		005056		213,055.83
0268		CATERPILLAR FINANCIAL							
	I-38074694	2030762	D	2/17/2026	3,190.22		005057		3,190.22
3288		FLORIDA DEPT OF REVENUE							
	I-202602172618	JAN 2026 SALES TAX	D	2/06/2026	544.72		005058		544.72
3288		FLORIDA DEPT OF REVENUE							
	I-202602182626	PARKS- STATE SALES TAX	D	2/12/2026	1,665.31		005059		1,665.31
3288		FLORIDA DEPT OF REVENUE							
	I-202602202635	JANUARY 2026	D	2/19/2026	2.52		005068		2.52
5897		DESOTO COUNTY UTILITIES							
	I-26004	03-0003	D	2/19/2026	1,802.00		005069		1,802.00
1298		FLORIDA DEPARTMENT OF							
	I-2M0378	AH2-7183	E	1/30/2026	61.73		007224		
	I-2M0419	AJ7-14231	E	1/30/2026	30.04		007224		
	I-2M0420	AJ7	E	1/30/2026	4,958.98		007224		
	I-2M0421	AJ7	E	1/30/2026	87.56		007224		
	I-2M0422	AJ7-9570357	E	1/30/2026	149.00		007224		5,287.31

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 1/27/2026 THRU 2/24/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1445		STAPLES ADVANTAGE							
	I-6052177259	396428	E	1/30/2026	204.40		007225		
	I-6052177260	396428	E	1/30/2026	321.06		007225		
	I-6052390721	396428	E	1/30/2026	14.29		007225		
	I-6052390722	396428	E	1/30/2026	8.75		007225		
	I-6052390725	396428	E	1/30/2026	214.08		007225		762.58
1839		CALLAGHAN TIRE							
	I-1579750	431	E	1/30/2026	1,989.14		007226		
	I-1594087	431	E	1/30/2026	3,909.60		007226		5,898.74
2282		XEROX CORPORATION							
	I-024851550	724958178	E	1/30/2026	39.16		007227		39.16
4184		DIGITECH COMPUTER, INC							
	I-618001661	10075	E	1/30/2026	5,897.87		007228		5,897.87
5319		AMAZON CAPITAL SERVICES INC.							
	I-11FYPTDWGFQ9	A2QZQZ1X4LDSB5	E	1/30/2026	57.06		007229		
	I-14Q6LG6V3XKQ	A2QZQZIX4LDSB5	E	1/30/2026	64.84		007229		
	I-14Q6LG6V4PG7	A2QZQZIX4LDSB5	E	1/30/2026	143.05		007229		
	I-16YRNJ49JRM7	A2QZQZIX4LDSB5	E	1/30/2026	312.21		007229		
	I-17JCT7NMGR77	A2QZQZIX4LDSB5	E	1/30/2026	777.75		007229		
	I-17NDGTMQHTY9	A2QZQZ1X4LDSB5	E	1/30/2026	43.96		007229		
	I-17NDGTMQJHP4	A2QZQZIX4LDSB5	E	1/30/2026	32.66		007229		
	I-17Q7VKM6CK1P	A2QZQZIX4LDSB5	E	1/30/2026	65.51		007229		
	I-1C1Y7YFXFWDT	A2QZQZIX4LDSB5	E	1/30/2026	153.99		007229		
	I-1CNDGH6XCG4T	A2QZQZIX4LDSB5	E	1/30/2026	591.92		007229		
	I-1CNDGH6XCH6P	A2QZQZIX4LDSB5	E	1/30/2026	42.28		007229		
	I-1GLYTVHV7HNG	A2QZQZIX4LDSB5	E	1/30/2026	133.26		007229		
	I-1QTMW3FWKDJJ	A2QZQZIX4LDSB5	E	1/30/2026	7.83		007229		
	I-1T9YH4741FQQ	A2QZQZIX4LDSB5	E	1/30/2026	63.92		007229		
	I-1XYKJ9XLGD4W	A2QZQZIX4LDSB5	E	1/30/2026	167.99		007229		
	I-1XYKJ9XLHFX3	A2QZQZIX4LDSB5	E	1/30/2026	11.39		007229		
	I-1Y77M41TJ7N4	A2QZQZIX4LDSB5	E	1/30/2026	151.90		007229		
	I-1YL7K4VQCRMR	A2QZQZ1X4LDSB5	E	1/30/2026	33.96		007229		
	I-1YVQTKXTJ39J	A2QZQZ1X4LDSB5	E	1/30/2026	12.35		007229		2,867.83
5378		THE SOUTHERN GROUP OF FLORIDA,							
	I-TLH54779	DECEMBER 2025	E	1/30/2026	3,000.00		007230		
	I-TLH54780	JANUARY 2026	E	1/30/2026	3,000.00		007230		6,000.00
6286		GATEWAY REMOVAL SERVICES, LLC							
	I-20268162	BODY REMOVAL	E	1/30/2026	400.00		007231		
	I-20268177	BODY REMOVAL	E	1/30/2026	400.00		007231		
	I-20268208	BODY REMOVAL	E	1/30/2026	400.00		007231		1,200.00

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4083		CONSOLIDATED ELECTRICAL DISTRI							
	I-39691132042	FE28745	E	1/30/2026	10,989.72		007232		10,989.72
6009		IN-PIPE TECHNOLOGY LLC							
	I-3100	UTILITIES	E	1/30/2026	10,500.00		007233		10,500.00
3254		JOHNSON ENGINEERING, LLC							
	I-8100	20247120-000	E	1/30/2026	1,644.79		007234		
	I-8101	20247120-001	E	1/30/2026	624.51		007234		
	I-8102	20247120-002	E	1/30/2026	5,234.21		007234		7,503.51
4924		ROGERS PETROLEUM							
	I-1219619	DCTRAN-CL	E	1/30/2026	451.33		007235		
	I-1219663	DCTRAN-CL	E	1/30/2026	66.50		007235		
	I-1220038	DCTRAN-CL	E	1/30/2026	284.72		007235		
	I-1220123	DCTRAN-CL	E	1/30/2026	453.68		007235		1,256.23
4927		ROGERS PETROLEUM							
	I-1219401	DCFACIL-CL	E	1/30/2026	37.55		007236		
	I-1219615	DCFACIL-CL	E	1/30/2026	72.45		007236		110.00
4930		ROGERS PETROLEUM							
	I-1219658	DCEMERG-CL	E	1/30/2026	45.52		007237		45.52
4933		ROGERS PETROLEUM							
	I-1219400	DCENVIR-CL	E	1/30/2026	356.79		007238		356.79
4937		ROGERS PETROLEUM							
	I-1219284	DCADMIN-CL	E	1/30/2026	8.63		007239		8.63
4941		ROGERS PETROLEUM							
	I-1220033	DCENGIN-CL	E	1/30/2026	52.69		007240		52.69
4942		ROGERS PETROLEUM							
	I-1219287	DCPUBAD-CL	E	1/30/2026	55.58		007241		
	I-1219288	DCFIRE-CL	E	1/30/2026	73.87		007241		
	I-1219403	DCFIRE-CL	E	1/30/2026	176.91		007241		
	I-1219616	DCPUBAD-CL	E	1/30/2026	174.04		007241		
	I-1219617	DCEMS-CL	E	1/30/2026	71.89		007241		
	I-1219618	DCFIRE-CL	E	1/30/2026	186.65		007241		
	I-1219661	DCEMS-CL	E	1/30/2026	42.64		007241		
	I-1219662	DCFIRE-CL	E	1/30/2026	194.52		007241		
	I-1219696	DCEMS-CL	E	1/30/2026	72.16		007241		
	I-1219697	DCFIRE-CL	E	1/30/2026	90.69		007241		
	I-1219714	DCEMS-CL	E	1/30/2026	43.09		007241		
	I-1219715	DCFIRE-CL	E	1/30/2026	89.34		007241		
	I-RP10032440	5128	E	1/30/2026	676.53		007241		1,947.91

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5065		JAMES F. POTTER, SHERIFF							
	I-202601262504	FEBRUARY 2026 BUDGET DRAW	E	1/30/2026	1,626,489.49		007242		1,626,489.49
6154		SUSAN D. POOLEY							
	I-202601262502	2025-05	E	1/30/2026	29,042.56		007243		29,042.56
5635		UNIVERSITY OF FL BOARD OF TRUS							
	I-I000144740	AWD15342	E	1/30/2026	36,176.70		007244		36,176.70
3931		VTECH							
	I-60228	FEBRUARY 2026	E	1/30/2026	450.00		007245		
	I-CAWI35288	CAWQ35288	E	1/30/2026	56,555.80		007245		57,005.80
0018		PURVIS GRAY & COMPANY							
	I-68985	04510	E	1/30/2026	82,750.00		007246		82,750.00
4043		FOSTER & FOSTER, INC.							
	I-39873	OPEB PROGRAM	E	1/30/2026	11,000.00		007247		11,000.00
0378		WOMACK SANITATION, INC.							
	I-0000098284	1660	E	2/06/2026	1,584.00		007248		
	I-0000098689	1052	E	2/06/2026	300.00		007248		
	I-0000098784	1186	E	2/06/2026	22.30		007248		
	I-0000098840	1365	E	2/06/2026	764.00		007248		
	I-0000098861	2159	E	2/06/2026	261.00		007248		2,931.30
1445		STAPLES ADVANTAGE							
	I-6053588871	396428	E	2/06/2026	329.08		007249		329.08
1774		EVERGLADES EQUIPMENT GROUP							
	I-P0799848	DESOY029	E	2/06/2026	79.11		007250		79.11
3931		VTECH							
	I-AR115267	DC05	E	2/06/2026	37.22		007251		
	I-AR116380	DC05	E	2/06/2026	26.85		007251		
	I-AR117421	DC05	E	2/06/2026	22.21		007251		
	I-CAWI38784	CAWQ38784	E	2/06/2026	423.52		007251		509.80
4061		RAPID SYSTEMS, INC.							
	I-666856	LANDFILL	E	2/06/2026	123.95		007252		
	I-666857	PSD	E	2/06/2026	98.00		007252		221.95
5065		JAMES F. POTTER, SHERIFF							
	I-202602022535	JAMES MCGRATH	E	2/06/2026	28.00		007253		
	I-202602022536	LIAM SHUMAN	E	2/06/2026	36.00		007253		
	I-202602022537	CASSANDRA WOLCHECK	E	2/06/2026	36.00		007253		
	I-202602022538	JESSICA CLARK	E	2/06/2026	36.00		007253		
	I-202602022539	DENNIS O'HARA	E	2/06/2026	36.00		007253		

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	I-202602022540	TEREZE CORONADO	E	2/06/2026	36.00		007253		
	I-202602022541	CATHERINE TALLEY	E	2/06/2026	36.00		007253		244.00
5319		AMAZON CAPITAL SERVICES INC.							
	I-14XCDVWC4JGY	AQZQZIX4LDSB5	E	2/06/2026	115.02		007254		
	I-16YCWCLXFH6C	A2QZQZIX4LDSB5	E	2/06/2026	13.98		007254		
	I-171KWHQJ6GMG	A2QZQZIX4LDSB5	E	2/06/2026	108.95		007254		237.95
5378		THE SOUTHERN GROUP OF FLORIDA,							
	I-TLH55307	FEBRUARY 2026	E	2/06/2026	3,000.00		007255		3,000.00
5657		TK ELEVATOR CORPORATION							
	I-30086673-114652	CUSTOMBER NUMBER 114652	E	2/06/2026	636.90		007256		
	I-30086675-300617068	CUST# 114652	E	2/06/2026	633.90		007256		
	I-30088670-114652	CUSTOMBER NUMBER 114652	E	2/06/2026	636.90		007256		
	I-30088670-300617068	CUST# 114652	E	2/06/2026	633.90		007256		
	I-30091176-300617068	CUST# 114652	E	2/06/2026	684.61		007256		
	I-30091177-114652	CUSTOMBER NUMBER 114652	E	2/06/2026	719.70		007256		3,945.91
6286		GATEWAY REMOVAL SERVICES, LLC							
	I-20268247	BODY REMOVAL	E	2/06/2026	400.00		007257		400.00
4187		EXCAVATION POINT, INC							
	I-00089026	25-13-00ITB	E	2/06/2026	245,605.68		007258		245,605.68
4924		ROGERS PETROLEUM							
	I-1220235	DCTRAN-CL	E	2/06/2026	599.08		007259		599.08
4926		ROGERS PETROLEUM							
	I-1220332	DCTURN-CL	E	2/06/2026	101.18		007260		101.18
4927		ROGERS PETROLEUM							
	I-1220231	DCFACIL-CL	E	2/06/2026	112.15		007261		
	I-1220977	DCFACIL-CL	E	2/06/2026	122.40		007261		234.55
4928		ROGERS PETROLEUM							
	I-1220976	DCEXTEN-CL	E	2/06/2026	15.31		007262		15.31
4929		ROGERS PETROLEUM							
	I-1218586	DCDEVEL-CL	E	2/06/2026	49.85		007263		
	I-1219286	DCDEVEL-CL	E	2/06/2026	34.52		007263		
	I-1220032	DCDEVEL-CL	E	2/06/2026	51.43		007263		
	I-1220326	DCDEVEL-CL	E	2/06/2026	51.38		007263		
	I-1220483	DCDEVEL-CL	E	2/06/2026	53.42		007263		
	I-1221076	DCDEVEL-CL	E	2/06/2026	48.53		007263		289.13

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4930		ROGERS PETROLEUM							
	I-1220975	DCEMERG-CL	E	2/06/2026	50.89		007264		50.89
4931		ROGERS PETROLEUM							
	I-1220767	DCUTIL-CL	E	2/06/2026	64.06		007265		
	I-1220768	DCWAT-CAL	E	2/06/2026	848.09		007265		
	I-1220769	DCWAST-CL	E	2/06/2026	918.35		007265		1,830.50
4933		ROGERS PETROLEUM							
	I-1219659	DCENVIR-CL	E	2/06/2026	218.27		007266		
	I-1220117	DCENVIR-CL	E	2/06/2026	346.82		007266		565.09
4934		ROGERS PETROLEUM							
	I-1220230	DCCODE-CL	E	2/06/2026	25.42		007267		
	I-1220974	DCCODE-CL	E	2/06/2026	30.61		007267		56.03
4935		ROGERS PETROLEUM							
	I-1218403	DCANIM-CL	E	2/06/2026	47.50		007268		
	I-1219285	DCANIM-CL	E	2/06/2026	83.69		007268		
	I-1220031	DCANIM-CL	E	2/06/2026	43.82		007268		175.01
4937		ROGERS PETROLEUM							
	I-1219657	DCADMIN-CL	E	2/06/2026	14.73		007269		14.73
4942		ROGERS PETROLEUM							
	I-1217876	DCPUBAD-CL	E	2/06/2026	29.36		007270		
	I-1217877	DCEMS-CL	E	2/06/2026	108.77		007270		
	I-1217878	DCFIRE-CL	E	2/06/2026	189.72		007270		
	I-1217902	DCPUBAD-CL	E	2/06/2026	40.79		007270		
	I-1217903	DCEMS-CL	E	2/06/2026	88.34		007270		
	I-1217904	DCFIRE-CL	E	2/06/2026	73.24		007270		
	I-1217920	DCEMS-CL	E	2/06/2026	127.10		007270		
	I-1217921	DCFIRE-CL	E	2/06/2026	176.22		007270		
	I-1218271	DCPUBAD-CL	E	2/06/2026	77.89		007270		
	I-1218272	DCEMS-CL	E	2/06/2026	40.48		007270		
	I-1218273	DCFIRE-CL	E	2/06/2026	77.71		007270		
	I-1218406	DCPUBAD-CL	E	2/06/2026	37.89		007270		
	I-1218407	DCFIRE-CL	E	2/06/2026	128.11		007270		
	I-1218496	DCPUBAD-CL	E	2/06/2026	28.17		007270		
	I-1218497	DCEMS-CL	E	2/06/2026	137.99		007270		
	I-1218498	DCFIRE-CL	E	2/06/2026	95.30		007270		
	I-1218589	DCFIRE-CL	E	2/06/2026	122.37		007270		
	I-1218790	DCEMS-CL	E	2/06/2026	66.66		007270		
	I-1218791	DCFIRE-CL	E	2/06/2026	262.10		007270		
	I-1218813	DCEMS-CL	E	2/06/2026	99.08		007270		
	I-1218814	DCFIRE-CL	E	2/06/2026	60.84		007270		
	I-1218831	DCEMS-CL	E	2/06/2026	69.97		007270		
	I-1218832	DCFIRE-CL	E	2/06/2026	165.39		007270		

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	I-1219185	DCEMS-CL	E	2/06/2026	38.18		007270		
	I-1219186	DCFIRE-CL	E	2/06/2026	9.43		007270		
	I-1219402	DCEMS-CL	E	2/06/2026	80.28		007270		
	I-1220035	DCPUBAD-CL	E	2/06/2026	90.39		007270		
	I-1220036	DCEMS-CL	E	2/06/2026	60.63		007270		
	I-RP10035994	DCEMS-CL	E	2/06/2026	711.57		007270		3,293.97
5385		ROGERS PETROLEM							
	I-1211459	DCLIBR-CL	E	2/06/2026	34.24		007271		
	I-1214914	DCLIBR-CL	E	2/06/2026	38.35		007271		72.59
0217		SCHOOLBOARD OF DESOTO CO							
	I-022026-20251	FEBRUARY 2026 AGREEMENT	E	2/06/2026	10,000.00		007272		10,000.00
4236		THE WEILER ENGINEERING CORPOR							
	I-3555	25052.003	E	2/06/2026	4,923.60		007273		
	I-3556	25052.005	E	2/06/2026	10,593.00		007273		
	I-3561	DES008-0628350-25014179	E	2/06/2026	38,107.46		007273		53,624.06
0378		WOMACK SANITATION, INC.							
	I-0000098740	1054	E	2/13/2026	185.00		007277		
	I-0000098760	1124	E	2/13/2026	185.00		007277		
	I-0000098847	1660	E	2/13/2026	1,155.76		007277		
	I-0000098849	1721	E	2/13/2026	370.00		007277		
	I-0000098849A	1721	E	2/13/2026	400.00		007277		
	I-0000099111	1052	E	2/13/2026	300.00		007277		2,595.76
1445		STAPLES ADVANTAGE							
	I-6055101057	396428	E	2/13/2026	161.70		007278		161.70
3474		MILESTONE PROFESSIONAL SRVS,IN							
	I-3446	ASSIST FY 25 AUDIT PREP	E	2/13/2026	3,750.00		007279		3,750.00
4984		NEXAIR, LLC							
	I-0014239318	P4778	E	2/13/2026	298.01		007280		298.01
5319		AMAZON CAPITAL SERVICES INC.							
	I-117YQ7FG6F1J	A2QZQZIX4LDSB5	E	2/13/2026	224.13		007281		
	I-117YQ7FG6RCL	A2QZQZIX4LDSB5	E	2/13/2026	71.93		007281		
	I-13WRFYYH4PLJ	A2QZQZIX4LDSB5	E	2/13/2026	249.20		007281		
	I-13XYHF6T4DKH	A2QZQZIX4LDSB5	E	2/13/2026	123.98		007281		
	I-19TFPGWK4YPD	A2QZQZIX4LDSB5	E	2/13/2026	170.99		007281		
	I-1KWTXXPV4W7L	1KWTXXPV4W7L	E	2/13/2026	7.99		007281		
	I-1MFG6KDJ3XWT	A2QZQZIX4LDSB5	E	2/13/2026	72.05		007281		
	I-1MFG6KDJ6MV3	A2QZQZIX4LDSB5	E	2/13/2026	55.99		007281		
	I-1VLDM3L11YLD	A2QZQZIX4LDSB5	E	2/13/2026	33.49		007281		
	I-1VLDM3L134NX	A2QZQZIX4LDSB5	E	2/13/2026	48.78		007281		
	I-1XFR94YM3QNL	A2QZQZIX4LDSB5	E	2/13/2026	36.99		007281		1,095.52

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5395		TELEFLEX, LLC							
	I-9511130177	141161	E	2/13/2026	1,100.00		007282		1,100.00
5657		TK ELEVATOR CORPORATION							
	I-5003057577	114652-US91210	E	2/13/2026	1,105.00		007283		1,105.00
5692		MTM TRANSIT LLC							
	I-DEC25	DECEMBER 2025	E	2/13/2026	1,125.50		007284		1,125.50
5754		GENSERVE, LLC							
	I-0373176IN	60-DESOTO	E	2/13/2026	881.52		007285		
	I-0446498IN	60-DESOTO	E	2/13/2026	415.00		007285		
	I-0446500IN	60-DESOTO	E	2/13/2026	495.00		007285		
	I-0446503IN	60-DESOTO	E	2/13/2026	865.00		007285		2,656.52
6322		FREEDOM FITNESS EQUIPMENT LLC							
	I-152	15606	E	2/13/2026	3,564.00		007286		3,564.00
5694		GREEN STREET ASSOCIATES, LLC							
	I-202602092579	JANUARY 2026	E	2/13/2026	16,906.25		007287		16,906.25
1413		NABORS, GIBLIN, & NICKERS							
	I-53799	COUNTY ATTORNEY SERVICES	E	2/13/2026	14,872.31		007288		
	I-53800	CASE SPECIFIC LITGATION	E	2/13/2026	408.00		007288		
	I-53801	CASE SPECIFIC LITGATION	E	2/13/2026	342.00		007288		15,622.31
0333		PEACE RIVER/MANASOTA							
	I-SI000071	UTILITIES	E	2/13/2026	103,214.71		007289		103,214.71
4924		ROGERS PETROLEUM							
	I-1220331	DCTRAN-CL	E	2/13/2026	1,929.59		007290		
	I-1220983	DCTRAN-CL	E	2/13/2026	734.97		007290		
	I-1221082	DCTRAN-CL	E	2/13/2026	519.61		007290		
	I-1221179	DCTRAN-CL	E	2/13/2026	734.33		007290		
	I-1221348	DCTRAN-CL	E	2/13/2026	1,697.62		007290		
	I-1221985	DCTRAN-CL	E	2/13/2026	125.17		007290		
	I-1222108	DCTRAN-CL	E	2/13/2026	186.26		007290		5,927.55
4927		ROGERS PETROLEUM							
	I-1221078	DCFACIL-CL	E	2/13/2026	48.49		007291		48.49
4932		ROGERS PETROLEUM							
	I-1202896	DCPARK-CL	E	2/13/2026	11.96		007292		11.96

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4933		ROGERS PETROLEUM							
	I-1221077	DCENVIR-CL	E	2/13/2026	334.32		007293		
	I-1222102	DCENVIR-CL	E	2/13/2026	349.69		007293		684.01
4934		ROGERS PETROLEUM							
	I-1220482	DCCODE-CL	E	2/13/2026	28.66		007294		
	I-1221571	DCCODE-CL	E	2/13/2026	30.11		007294		
	I-1222101	DCCODE-CL	E	2/13/2026	26.43		007294		85.20
4935		ROGERS PETROLEUM							
	I-1220950	DCANIM-CL	E	2/13/2026	58.50		007295		
	I-1220973	DCANIM-CL	E	2/13/2026	78.25		007295		136.75
4937		ROGERS PETROLEUM							
	I-1214134	DCADMIN-CL	E	2/13/2026	29.58		007296		29.58
4941		ROGERS PETROLEUM							
	I-1221344	DCENGIN-CL	E	2/13/2026	56.41		007297		56.41
4942		ROGERS PETROLEUM							
	I-1202897	DCPUBAD-CL	E	2/13/2026	70.89		007298		
	I-1202898	DCEMS-CL	E	2/13/2026	44.63		007298		
	I-1202899	DCFIRE-CL	E	2/13/2026	35.56		007298		
	I-1204749	DCFIRE-CL	E	2/13/2026	62.40		007298		
	I-1205146	DCEMS-CL	E	2/13/2026	63.55		007298		
	I-1209141	DCPUBAD-CL	E	2/13/2026	78.45		007298		
	I-1209142	DCEMS-CL	E	2/13/2026	33.39		007298		
	I-1209143	DCFIRE-CL	E	2/13/2026	62.22		007298		
	I-1215681	DCPUBAD-CL	E	2/13/2026	77.02		007298		
	I-1215683	DCFIRE-CL	E	2/13/2026	152.22		007298		
	I-1220037	DCFIRE-CL	E	2/13/2026	126.18		007298		
	I-1220120	DCPUBAD-CL	E	2/13/2026	24.50		007298		
	I-1220121	DCEMS-CL	E	2/13/2026	61.61		007298		
	I-1220122	DCFIRE-CL	E	2/13/2026	233.73		007298		
	I-1220232	DCPUBAD-CL	E	2/13/2026	83.52		007298		
	I-1220233	DCEMS-CL	E	2/13/2026	59.17		007298		
	I-1220234	DCFIRE-CL	E	2/13/2026	76.16		007298		
	I-1220328	DCPUBAD-CL	E	2/13/2026	33.93		007298		
	I-1220329	DCEMS-CL	E	2/13/2026	135.78		007298		
	I-1220330	DCFIRE-CL	E	2/13/2026	152.54		007298		
	I-1220484	DCPUBAD-CL	E	2/13/2026	36.43		007298		
	I-1220485	DCEMS-CL	E	2/13/2026	52.72		007298		
	I-1220486	DCFIRE-CL	E	2/13/2026	131.93		007298		
	I-1220951	DCEMS-CL	E	2/13/2026	28.42		007298		
	I-1220952	DCFIRE-CL	E	2/13/2026	147.26		007298		
	I-1220980	DCPUBAD-CL	E	2/13/2026	146.52		007298		
	I-1220981	DCEMS-CL	E	2/13/2026	89.29		007298		
	I-1220982	DCFIRE-CL	E	2/13/2026	61.78		007298		

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	I-1221080	DCEMS-CL	E	2/13/2026	53.44		007298		
	I-1221081	DCFIRE-CL	E	2/13/2026	206.69		007298		
	I-1221176	DCPUBAD-CL	E	2/13/2026	114.07		007298		
	I-1221177	DCEMS-CL	E	2/13/2026	22.68		007298		
	I-1221178	DCFIRE-CL	E	2/13/2026	171.67		007298		
	I-1221345	DCPUBAD-CL	E	2/13/2026	42.36		007298		
	I-1221346	DCEMS-CL	E	2/13/2026	97.14		007298		
	I-1221347	DCFIRE-CL	E	2/13/2026	88.41		007298		
	I-1221573	DCPUBAD-CL	E	2/13/2026	47.37		007298		
	I-1221574	DCEMS-CL	E	2/13/2026	101.12		007298		
	I-1221575	DCFIRE-CL	E	2/13/2026	69.47		007298		
	I-1221595	DCEMS-CL	E	2/13/2026	72.69		007298		
	I-1221596	DCFIRE-CL	E	2/13/2026	217.31		007298		
	I-1221613	DCEMS-CL	E	2/13/2026	67.81		007298		3,734.03
4236		THE WEILER ENGINEERING CORPOR							
	I-3543	DES008-0628350-25014196	E	2/13/2026	74,663.00		007299		
	I-3553	23052.004	E	2/13/2026	4,220.00		007299		
	I-3576	DES008-0628350-25014196	E	2/13/2026	39,456.83		007299		
	I-3594	DES008-0628350-25012091	E	2/13/2026	1,553.65		007299		119,893.48
0378		WOMACK SANITATION, INC.							
	I-0000098785	1186	E	2/20/2026	22.30		007300		22.30
1413		NABORS, GIBLIN, & NICKERS							
	I-53798	UTILITY SERVICES	E	2/20/2026	130.49		007301		130.49
1445		STAPLES ADVANTAGE							
	I-6055101055	396428	E	2/20/2026	103.12		007302		
	I-6055101059	396428	E	2/20/2026	144.91		007302		248.03
2282		XEROX CORPORATION							
	I-025019344	724958178	E	2/20/2026	36.98		007303		36.98
3547		MYAKKA HEATING & COOLING							
	I-26362	FACILITIES	E	2/20/2026	140.00		007304		140.00
4083		CONSOLIDATED ELECTRICAL DISTRI							
	I-59501178060	FACILITIES	E	2/20/2026	127.50		007305		127.50
4184		DIGITECH COMPUTER, INC							
	I-618002006	10075	E	2/20/2026	2,454.00		007306		2,454.00

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5065		JAMES F. POTTER, SHERIFF							
	I-202602182629	AMENDMENT	E	2/20/2026	1,033.81		007307		1,033.81
5319		AMAZON CAPITAL SERVICES INC.							
	I-117YQ7FG41DD	A2QZQZIX4LDSB5	E	2/20/2026	71.93		007308		
	I-137HTDJ96L3D	A2QZQZIX4LDSB5	E	2/20/2026	82.89		007308		
	I-13DWKP464FQL	A2QZQZIX4LDSB5	E	2/20/2026	44.94		007308		
	I-171KWHQJ4HGW	A2QZQZIX4LDSB5	E	2/20/2026	64.37		007308		
	I-1FQWN7GR6DNL	A2QZQZIX4LDSB5	E	2/20/2026	132.99		007308		
	I-1FXXC4QL3PR1	A2QZQQZIX4LDSB5	E	2/20/2026	131.25		007308		
	I-1FXXC4QL4FHY	A2QZQZIX4LDSB5	E	2/20/2026	39.99		007308		
	I-1K3HRPHV4FLK	A2QZQZIX4LDSB5	E	2/20/2026	537.36		007308		
	I-1K3HRPHV76YQ	A2QZQZIX4LDSB5	E	2/20/2026	5,772.00		007308		
	I-1KP17QVG7MTJ	A2QZQZIX4LDSB5	E	2/20/2026	39.90		007308		
	I-1KRGWF1X7NKL	A2QZQZIX4LDSB5	E	2/20/2026	258.60		007308		
	I-1NXJVVY761XC	A2QZQZIX4LDSB5	E	2/20/2026	74.97		007308		
	I-1X3CJG4XKTJN	A2QZQZIX4LDSB5	E	2/20/2026	64.16		007308		7,315.35
5375		IFSS, INTEGRATED FIRE & SECURI							
	I-DCRB021126P	ROAD & BRIDGE	E	2/20/2026	6,484.75		007309		6,484.75
6286		GATEWAY REMOVAL SERVICES, LLC							
	I-20268301	BODY REMOVAL	E	2/20/2026	400.00		007310		400.00
3254		JOHNSON ENGINEERING, LLC							
	I-8375	20247120-000	E	2/20/2026	884.70		007311		
	I-8376	20247120-001	E	2/20/2026	1,176.60		007311		
	I-8377	20247120-002	E	2/20/2026	3,521.15		007311		5,582.45
6057		OPENGOV, INC							
	I-INV22612	OPENGOV ANNUAL SUB.	E	2/20/2026	18,802.20		007312		18,802.20
4924		ROGERS PETROLEUM							
	I-1222208	DCTRAN-CL	E	2/20/2026	525.00		007313		
	I-1222305	DCTRAN-CL	E	2/20/2026	318.02		007313		
	I-1223082	DCTRAN-CL	E	2/20/2026	458.02		007313		1,301.04
4927		ROGERS PETROLEUM							
	I-1222103	DCFACIL-CL	E	2/20/2026	59.25		007314		
	I-1222204	DCFACIL-CL	E	2/20/2026	53.54		007314		
	I-1223079	DCFACIL-CL	E	2/20/2026	46.07		007314		158.86
4928		ROGERS PETROLEUM							
	I-1222373	DCEXTEN-CL	E	2/20/2026	15.24		007315		15.24

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4932		ROGERS PETROLEUM							
	I-1219660	DCPARK-CL	E	2/20/2026	167.88		007316		
	I-1220118	DCPARK-CL	E	2/20/2026	67.51		007316		
	I-1220327	DCPARK-CL	E	2/20/2026	12.52		007316		
	I-1220978	DCPARK-CL	E	2/20/2026	136.06		007316		
	I-1221980	DCPARK-CL	E	2/20/2026	64.34		007316		
	I-1222104	DCPARK-CL	E	2/20/2026	13.42		007316		
	I-1222374	DCPARK-CL	E	2/20/2026	144.41		007316		606.14
4933		ROGERS PETROLEUM							
	I-1222203	DCENVIR-CL	E	2/20/2026	43.55		007317		
	I-1222302	DCENVIR-CL	E	2/20/2026	159.03		007317		
	I-1223078	DCENVIR-CL	E	2/20/2026	306.08		007317		508.66
4942		ROGERS PETROLEUM							
	I-1221982	DCPUBAD-CL	E	2/20/2026	224.71		007318		
	I-1221983	DCEMS-CL	E	2/20/2026	39.44		007318		
	I-1221984	DCFIRE-CL	E	2/20/2026	99.53		007318		
	I-1222105	DCPUBAD-CL	E	2/20/2026	53.79		007318		
	I-1222106	DCEMS-CL	E	2/20/2026	127.14		007318		
	I-1222107	DCFIRE-CL	E	2/20/2026	181.43		007318		
	I-1222205	DCPUBAD-CL	E	2/20/2026	54.18		007318		
	I-1222206	DCEMS-CL	E	2/20/2026	137.23		007318		
	I-1222207	DCFIRE-CL	E	2/20/2026	149.18		007318		
	I-1222303	DCPUBAD-CL	E	2/20/2026	40.14		007318		
	I-1222304	DCFIRE-CL	E	2/20/2026	80.98		007318		
	I-1222375	DCEMS-CL	E	2/20/2026	158.23		007318		
	I-1222505	DCEMS-CL	E	2/20/2026	171.93		007318		
	I-1222506	DCFIRE-CL	E	2/20/2026	71.28		007318		
	I-1222527	DCEMS-CL	E	2/20/2026	16.83		007318		1,606.02
3931		VTECH							
	I-60527	MARCH 2026	E	2/20/2026	9,527.00		007319		
	I-60528	MARCH 2026	E	2/20/2026	1,794.00		007319		
	I-60529	MARCH 2026	E	2/20/2026	510.00		007319		11,831.00
5634		DEBRA L BURTSCHER							
	I-202412180529	LICENSES, FEES & PERMITS	V	12/19/2024	117.55		312412		117.55
5634		DEBRA L BURTSCHER							
	M-CHECK	DEBRA L BURTSCHER UNPOST	V	1/27/2026			312412		117.55CR
1		ACCENT IMAGING, INC.							
	I-IN781173	99345	R	1/29/2026	433.80		316321		433.80

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5434		ACTIVE911, INC							
	I-663665	PSD	R	1/29/2026	1,462.60		316322		1,462.60
1		AFFORDABLE SOLAR ROOF & A							
	I-202601262498	REFU	R	1/29/2026	41.25		316323		41.25
0408		ALERT PLUMBING SERVICE SPECIAL							
	I-1070	PARKS	R	1/29/2026	252.00		316324		
	I-1087	PARKS	R	1/29/2026	1,105.62		316324		1,357.62
2296		ALERT-ALL CORP							
	I-W53978	DES3426619	R	1/29/2026	1,409.17		316325		1,409.17
0781		ALLEN, NORTON & BLUE, P.A							
	I-189680	2096-00000	R	1/29/2026	425.00		316326		425.00
6328		BADGER METER, INC							
	I-80223151	33145	R	1/29/2026	157.41		316327		157.41
2317		BOUND TREE MEDICAL. LLC							
	I-86065617	108367	R	1/29/2026	1,666.91		316328		
	I-86068075	108367	R	1/29/2026	871.84		316328		
	I-86071855	108367	R	1/29/2026	1,928.89		316328		
	I-86073461	108367	R	1/29/2026	477.90		316328		4,945.54
3848		CENTURYLINK							
	I-202601282511	466944438	R	1/29/2026	0.26		316329		0.26
5257		CHAD JORGENSEN							
	I-202601282512	TRAVEL VOUCHER	R	1/29/2026	98.00		316330		98.00
4665		CHAMELEON SOFTWARE PRODUCTS							
	I-SIHLP00001920	CHLP000000241	R	1/29/2026	6,300.00		316331		6,300.00
3635		CINTAS CORPORATION NO.2							
	I-4257549063	24060156	R	1/29/2026	269.48		316332		
	I-4257608012	24049758	R	1/29/2026	54.48		316332		323.96
0084		CITY OF ARCADIA,							
	I-202601282513	0000965150-002875384	R	1/29/2026	201.04		316333		
	I-202601282514	0000965152-002875404	R	1/29/2026	89.65		316333		
	I-202601282515	0000965153-002875414	R	1/29/2026	222.53		316333		
	I-202601282516	0000965326-002877144	R	1/29/2026	1,387.86		316333		
	I-202601282517	0000965327-002877154	R	1/29/2026	795.55		316333		
	I-202601282518	0000965151-002981319	R	1/29/2026	70.42		316333		
	I-202601282519	0000965151-022981309	R	1/29/2026	785.39		316333		
	I-202601282520	0000965151-022875394	R	1/29/2026	206.35		316333		3,758.79

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5802		CIVICPLUS, LLC							
	I-354042	ADMINISTRATION	R	1/29/2026	2,947.92		316334		2,947.92
4612		COMCAST COMMUNICATIONS							
	I-202601262505	8535 10 063 0102411	R	1/29/2026	164.95		316335		
	I-202601282521	8535 10 064 0066556	R	1/29/2026	84.00		316335		248.95
6111		COMPRESSED AIR SYSTES, INC							
	I-SRVC135936	DESO1023	R	1/29/2026	5,137.88		316336		5,137.88
4850		DESOTO AGRICULTURE &							
	I-159613	2813	R	1/29/2026	149.33		316337		149.33
1416		DESOTO CO PUBLIC HEALTH							
	I-12026-2020	1ST & 2ND QTR PYMT	R	1/29/2026	15,000.00		316338		
	I-14BID8403860	14-QX-1353507	R	1/29/2026	190.00		316338		
	I-202601282522	CATHERINE TALLEY PHYSICAL	R	1/29/2026	105.00		316338		
	I-202601282523	LIAM SHUMAN PHYSICAL	R	1/29/2026	105.00		316338		
	I-202601282524	ZANDER JOHNSON PHYSICAL	R	1/29/2026	105.00		316338		
	I-202601282525	TIMOTHY PRIMUS PHYSICAL	R	1/29/2026	105.00		316338		
	I-202601282526	DANIEL PURSLEY PHYSICAL	R	1/29/2026	105.00		316338		
	I-202601282527	THOMAS RICHARDSON PHYSICAL	R	1/29/2026	105.00		316338		
	I-202601282528	JOSE RAYA PHYSICAL	R	1/29/2026	105.00		316338		
	I-202601282529	HEATHER HANSEN PHYSICAL	R	1/29/2026	145.00		316338		
	I-202601282530	JOSE MARANZATTO PHYSICAL	R	1/29/2026	105.00		316338		
	I-202601282531	CHRISTOPHER DANIELS	R	1/29/2026	105.00		316338		16,280.00
1158		DESOTO SIGN CO							
	I-7507	EMERGENCY MANAGEMENT	R	1/29/2026	160.00		316340		160.00
5015		DUVAL ASPHALT PRODUCTS, INC							
	I-07514534	DES002	R	1/29/2026	5,799.40		316341		5,799.40
5773		EAST PENN MANUFACTURING CO							
	I-260042026	310112591	R	1/29/2026	1,283.66		316342		1,283.66
6146		ECO CLEAN MAINTENANCE, INC							
	I-14617	JANUARY 2026	R	1/29/2026	3,425.00		316343		
	I-14618	JANUARY 2026	R	1/29/2026	2,574.00		316343		
	I-14619	JANUARY 2026	R	1/29/2026	857.00		316343		6,856.00
0306		FENDER AUTO PARTS INC							
	I-075085	168	R	1/29/2026	150.61		316344		
	I-075202	168	R	1/29/2026	72.48		316344		
	I-075488	168	R	1/29/2026	100.14		316344		323.23

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6123		FERGUSON ENTERPRISES, LLC								
	I-1715044	32999		R	1/29/2026	416.06		316345		416.06
5799		FRED FOX ENTERPRISES, INC								
	I-MT0406	CDBG-MIT MT040		R	1/29/2026	20,000.00		316346		
	I-MT0416	CDBG-MIT MT041		R	1/29/2026	25,000.00		316346		
	I-S022	CDBG#22CV-S02		R	1/29/2026	11,451.25		316346		
	I-S023	CDBG22CV-S02		R	1/29/2026	3,000.00		316346		
	I-S023A	CDBG#22CV-S02		R	1/29/2026	12,000.00		316346		71,451.25
1391		GRAINGER INC								
	I-9781714838	851295683		R	1/29/2026	1,595.40		316347		1,595.40
4900		HAWKINS, INC								
	I-7315380	292984		R	1/29/2026	653.40		316348		
	I-7316541	292984		R	1/29/2026	2,336.50		316348		2,989.90
6089		HD SUPPLY PSD								
	I-9244700567	18908916		R	1/29/2026	100.59		316349		100.59
1512		HILL MANUFACTURING CO INC								
	I-214335	2128917		R	1/29/2026	235.50		316350		235.50
6170		JUSTIN SMITH								
	I-202601292532	TRAVEL VOUCHER		V	1/29/2026	588.80		316351		588.80
6170		JUSTIN SMITH								
	M-CHECK	JUSTIN SMITH	UNPOST	V	2/10/2026			316351		588.80CR
4327		MANDY HINES								
	I-202601262499	TRAVEL VOUCHER		V	1/29/2026	533.00		316352		533.00
4327		MANDY HINES								
	M-CHECK	MANDY HINES	UNPOST	V	2/10/2026			316352		533.00CR
5432		MARLIN BUSINESS BANK								
	I-41480240-1800045	ACCT# 1800045		R	1/29/2026	743.37		316353		743.37
5739		NAPA AUTO PARTS								
	I-151937	831		R	1/29/2026	14.36		316354		14.36
3313		NATIONAL NOTARY ASSOCIATION								
	I-880628108495	AMANDA DAMASO		R	1/29/2026	173.00		316355		173.00

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3313		NATIONAL NOTARY ASSOCIATION							
	I-884328108391	CHLOE MARTINEZ	R	1/29/2026	173.00		316356		173.00
5766		ODP BUSINESS SOLUTIONS, LLC							
	I-452226440	83040402	R	1/29/2026	5,297.42		316357		
	I-454426207002	27272349	R	1/29/2026	8.94		316357		5,306.36
0331		PEACE RIVER ELECTRIC CORP							
	I-202601282509	97457001	R	1/29/2026	472.73		316358		472.73
0403		PONGER-KAYS GRADY FUNERAL							
	I-202601262496	INDIGENT - TODD WELLER	R	1/29/2026	840.00		316359		840.00
5664		PUBLIC DEFENDER'S OFFICE 12TH							
	I-260001	10/1/25-12/31/25	R	1/29/2026	12,324.49		316360		12,324.49
2026		RING POWER CORPORATION							
	I-15WE1189014	011806	R	1/29/2026	3,275.68		316361		3,275.68
5203		SANDERS LABORATORIES, INC							
	I-87846	PARKS	R	1/29/2026	100.00		316362		100.00
5376		SANDERS LABORATORIES, INC.							
	I-87827	DESOTO WWTP	R	1/29/2026	83.00		316363		83.00
6025		SARASOTA COUNTY BOCC PSD							
	I-2504	4TH QTR 2025	R	1/29/2026	7,317.29		316364		7,317.29
6159		SC MOBILE REPAIR LLC							
	I-202601262506	EXT	R	1/29/2026	10.99		316365		10.99
0259		SMITH'S RANCH & GARDEN							
	I-115472	5142224	R	1/29/2026	36.20		316366		
	I-119763	5142224	R	1/29/2026	10.08		316366		46.28
3800		STATE CHEMICAL							
	I-904076129	738187	R	1/29/2026	239.74		316367		239.74
2981		STRYKER SALES CORP							
	I-9211269432	20100197	R	1/29/2026	1,677.00		316368		1,677.00
1464		SUN STATE INT'L TRUCKS,LLC							
	I-X40018329701	10600	R	1/29/2026	667.54		316369		667.54

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3138		SUNBELT RENTALS, INC							
	I-1787452170001	472535	R	1/29/2026	1,481.25		316370		1,481.25
6261		THE PROMEDIA GROUP OF TAMPA CO							
	I-4927	230510	R	1/29/2026	37,954.41		316371		37,954.41
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5036452432	450-0112216-005	R	1/29/2026	238.46		316372		238.46
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5036452433	450-0112216-004	R	1/29/2026	162.04		316373		162.04
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5037331829	450-0112216-008	R	1/29/2026	158.48		316374		158.48
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5037395848	450-0112216-001	R	1/29/2026	238.80		316375		238.80
4315		UNITED HEALTHCARE							
	I-202601262497	FEB 26 RETIREE HEALTH AARP Rx	R	1/29/2026	4,544.10		316376		4,544.10
4314		UNITED HEALTHCARE INSURANCE CO							
	I-202601262495	FEB26RETIREE HEALTH SUPPLEMENT	R	1/29/2026	8,748.87		316377		8,748.87
5756		VAULT HEALTH							
	I-FL00696306	L23494	R	1/29/2026	35.00		316378		
	I-FL00696306A	L23494	R	1/29/2026	35.00		316378		
	I-FL00696306AA	L23494	R	1/29/2026	35.00		316378		
	I-FL00696306AAA	L23494	R	1/29/2026	70.00		316378		175.00
5026		VISION ACE HARDWARE, LLC							
	I-403602	920175	R	1/29/2026	42.98		316379		
	I-403774	920175	R	1/29/2026	35.45		316379		78.43
5027		VISION ACE HARDWARE, LLC							
	I-404082	920161	R	1/29/2026	32.05		316380		
	I-404085	920161	R	1/29/2026	117.97		316380		
	I-404105	920161	R	1/29/2026	42.99		316380		193.01
5028		VISION ACE HARDWARE, LLC							
	I-403669	920171	R	1/29/2026	60.52		316381		
	I-404170	920171	R	1/29/2026	89.11		316381		149.63

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5030		VISION ACE HARDWARE, LLC.							
	I-404069	920165	R	1/29/2026	59.95		316382		
	I-404081	920165	R	1/29/2026	29.97		316382		
	I-404131	920165	R	1/29/2026	22.99		316382		
	I-404164	920165	R	1/29/2026	15.99		316382		
	I-404175	920165	R	1/29/2026	67.96		316382		196.86
5162		WATER BOY, INC							
	I-00586473	009447	R	1/29/2026	26.75		316383		
	I-25131183	009447	R	1/29/2026	30.15		316383		56.90
6020		ZAMORAS LAWN & LANDSCAPE LLC							
	I-CI3669-454	MOWING ADMIN BUILDING, ETC	R	1/29/2026	2,762.50		316384		
	I-CI3671-453	MOWING COURTHOUSE	R	1/29/2026	543.33		316384		3,305.83
0408		ALERT PLUMBING SERVICE SPECIAL							
	I-1163	FACILITIES	R	2/05/2026	287.24		316385		287.24
4421		ANTIFREEZE RECYCLING SERVICES							
	I-100985	PSD	R	2/05/2026	312.00		316386		312.00
5654		AUTO ZONE STORES, INC							
	I-01088262097	11356068	R	2/05/2026	5.35		316387		
	I-01088274236	11356068	R	2/05/2026	41.30		316387		
	I-01088279812	11356068	R	2/05/2026	314.14		316387		
	I-01088283999	11356068	R	2/05/2026	211.44		316387		572.23
2317		BOUND TREE MEDICAL. LLC							
	I-86080186	108367	R	2/05/2026	1,560.40		316388		
	I-86080187	108367	R	2/05/2026	1,218.69		316388		2,779.09
6334		BRENDON SEGROVES							
	I-202602042558	BOOT ALLOWANCE REIMBURSEMENT	R	2/05/2026	150.00		316389		150.00
1811		BROADCAST MUSIC INC.							
	I-62699773	1145838	R	2/05/2026	459.00		316390		459.00
3848		CENTURYLINK							
	I-202602032550	312160748	R	2/05/2026	127.14		316391		127.14
3635		CINTAS CORPORATION NO.2							
	I-4256706831	24030035	R	2/05/2026	35.00		316392		
	I-4257548968	24030035	R	2/05/2026	35.00		316392		
	I-4258185280	24030035	R	2/05/2026	35.00		316392		
	I-4258335406	24049758	R	2/05/2026	54.48		316392		
	I-5315072006	24049758	R	2/05/2026	37.15		316392		196.63

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0084		CITY OF ARCADIA,							
	I-202602032551	0300001772-002890684	R	2/05/2026	792.68		316393		792.68
4745		COPY LIFE INC.							
	I-AR117420-DCO4	JAN26	R	2/05/2026	247.42		316394		
	I-AR117422	DC12	R	2/05/2026	24.31		316394		
	I-AR117770	DC06	R	2/05/2026	113.00		316394		
	I-AR117834	CF0375	R	2/05/2026	162.50		316394		547.23
2724		CULLIGAN WATER							
	I-1313532	1176060	R	2/05/2026	1.75		316395		
	I-1353113	1173883	R	2/05/2026	41.75		316395		
	I-1362592	1020379	R	2/05/2026	54.25		316395		
	I-1367003	1173883	R	2/05/2026	20.37		316395		
	I-1367227	1176060	R	2/05/2026	36.99		316395		155.11
4919		CYPRESS SUPPLY, INC.							
	I-133780	10007	R	2/05/2026	94.00		316396		94.00
2598		PETER DANAO							
	I-202602042572	A/R-WELLNESS PROGRAM	R	2/05/2026	39.99		316397		39.99
1		DAVID & AMY MILLS							
	I-202602022543	REFUND FOR R	R	2/05/2026	125.00		316398		125.00
4850		DESOTO AGRICULTURE &							
	I-159837	2813	R	2/05/2026	15.60		316399		15.60
1416		DESOTO CO PUBLIC HEALTH							
	I-202602022542	PAUL BLACKWELL	R	2/05/2026	105.00		316400		
	I-202602032553	JEREMY JOHANN 14-1000085002	R	2/05/2026	336.88		316400		
	I-202602032554	VERNON GREEME 14-1000084999	R	2/05/2026	336.88		316400		
	I-202602032555	NIKIA HATCHER 14-1000084976	R	2/05/2026	336.88		316400		1,115.64
1158		DESOTO SIGN CO							
	I-7488	ANIMAL CONTROL	R	2/05/2026	390.00		316401		
	I-7528	PLANNING	R	2/05/2026	2,400.00		316401		2,790.00
0306		FENDER AUTO PARTS INC							
	I-075628	166	R	2/05/2026	17.99		316402		
	I-075691	166	R	2/05/2026	239.80		316402		257.79
0605		FENDERS TIRE & BATTERY, INC.							
	I-075666	167	R	2/05/2026	219.17		316403		219.17

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0314		FLORIDA POWER & LIGHT							
	I-202601292533	FLORIDA POWER & LIGHT	R	2/05/2026	54,624.42		316404		54,624.42
2132		GALE GROUP, INC							
	I-20030079	100302291	R	2/05/2026	2,088.21		316405		2,088.21
4900		HAWKINS, INC							
	I-7323301	292984	R	2/05/2026	1,158.30		316406		1,158.30
6033		HD SUPPLY FACILITIES MAINTENAN							
	I-9245242300	15786388	R	2/05/2026	2,184.66		316407		
	I-9245242302	15786388	R	2/05/2026	311.52		316407		2,496.18
6089		HD SUPPLY PSD							
	I-9244751221	18908916	R	2/05/2026	409.04		316408		409.04
3000		HILLS PET NUTRITION ,INC							
	I-255976191	726033	R	2/05/2026	134.26		316409		134.26
6125		HYATT SURVEY SERVICES, INC							
	I-11027	25-3055	R	2/05/2026	9,880.00		316410		
	I-11115	24-2920-2	R	2/05/2026	8,500.00		316410		18,380.00
1		JERRY HILL; REFUND NOV LIFE							
	I-202602032547	;	R	2/05/2026	3.62		316411		3.62
0423		KNIGHT SUPPLY OF							
	I-100296	UTILITIES	R	2/05/2026	56.00		316412		
	I-100387	UTILITIES	R	2/05/2026	194.47		316412		250.47
4427		LIBBY BROWN							
	I-022026-REIMB	INSURANCE REIMBURSEMENT	R	2/05/2026	25.10		316413		25.10
5006		O'REILLY AUTO PARTS							
	I-5069200337	2907108	R	2/05/2026	23.87		316414		23.87
5766		ODP BUSINESS SOLUTIONS, LLC							
	I-451956436001	27272349	R	2/05/2026	85.98		316415		
	I-454204216001	27272349	R	2/05/2026	608.06		316415		
	I-455136284001	27272349	R	2/05/2026	107.48		316415		801.52
3324		PEACE RIVER SHOPPER							
	I-228232	LANDFILL	R	2/05/2026	288.00		316416		288.00

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4922		PETER DANAO- PETTY CASH							
	I-202602042573	REIMBURSEMENT	R	2/05/2026	80.00		316417		80.00
4922		PETER DANAO- PETTY CASH							
	I-202602042574	INCREASE ADMIN SVCS	R	2/05/2026	25.00		316418		25.00
5832		PROMPT WRECKER SERVICE & SALES							
	I-24250760	PSD	R	2/05/2026	363.00		316419		
	I-25264423	PSD	R	2/05/2026	1,000.00		316419		1,363.00
4771		RICOH USA, INC.							
	I-5072698354	3769473	R	2/05/2026	65.40		316420		65.40
3389		RING POWER CORPORATION							
	I-15CC01254861	011806	R	2/05/2026	368.96		316421		368.96
3789		RYAN'S CLEANING SERVICE.INC							
	I-61	FACILITIES	R	2/05/2026	800.00		316422		800.00
1803		SAFETY PRODUCTS INC							
	I-2025105155	DES023	R	2/05/2026	186.27		316423		186.27
5376		SANDERS LABORATORIES, INC.							
	I-87076	DESOTO WWTP	R	2/05/2026	83.00		316424		
	I-87894	DESOTO WTP	R	2/05/2026	244.00		316424		
	I-87919	DESOTO LAKE SUZY WTP	R	2/05/2026	244.00		316424		
	I-87935	DESOTO WWTP	R	2/05/2026	83.00		316424		654.00
4775		SANTANDER LEASING, LLC							
	I-19480803	002-0027669-000	R	2/05/2026	9,568.92		316425		9,568.92
0299		SARASOTA COUNTY BOARD OF CO. C							
	I-WC01202604	2ND QTR FY 2026 JAN-MAR	R	2/05/2026	6,545.39		316426		6,545.39
5986		SCHMIDT GLASS COMPANY							
	I-2163	FACILITIES	R	2/05/2026	326.91		316427		
	I-2164	FACILITIES	R	2/05/2026	112.74		316427		439.65
2809		SHERWIN-WILLIAMS CO.							
	I-92120	4202-4789-2	R	2/05/2026	41.98		316428		
	I-92260	4202-4789-2	R	2/05/2026	143.68		316428		185.66
0259		SMITH'S RANCH & GARDEN							
	I-120459	5142224	R	2/05/2026	60.88		316429		60.88

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5780		SPARKLY SUNSHINE CLEANING SERV							
	I-00045	JANUARY 2026 OFFICE CLEANING	R	2/05/2026	200.00		316430		200.00
4805		SUNCOAST PRINT & PROMOTIONS, I							
	I-422954	0001	R	2/05/2026	150.00		316431		150.00
6068		T-MOBILE USA, INC							
	I-202602042557	998198432	R	2/05/2026	77.25		316432		77.25
4777		THE LAKE DOCTORS, INC							
	I-344756B	721714	R	2/05/2026	234.00		316433		234.00
0697		THE SUN							
	I-3980230	400371	R	2/05/2026	85.80		316434		85.80
0697		THE SUN							
	I-3980507	400371	R	2/05/2026	125.84		316435		125.84
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5037164980	450-0112216-006	R	2/05/2026	251.65		316436		251.65
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5037196975	450-0112216-005	R	2/05/2026	248.41		316437		248.41
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5037196976	450-0112216-004	R	2/05/2026	152.63		316438		152.63
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5037331827	450-0112216-002	R	2/05/2026	125.04		316439		125.04
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5037331828	450-0112216-003	R	2/05/2026	199.01		316440		199.01
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5037395847	450-0112216-000	R	2/05/2026	210.71		316441		210.71
6275		TWC SERVICES, INC.							
	I-76155981	PSD	R	2/05/2026	420.82		316442		420.82
5756		VAULT HEALTH							
	I-FL00693633	L23494	R	2/05/2026	831.95		316443		
	I-FL00693633A	L23494	R	2/05/2026	35.00		316443		866.95

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5027		VISION ACE HARDWARE, LLC							
	C-C14262	920161	R	2/05/2026	99.99CR		316444		
	I-403475	920161	R	2/05/2026	37.97		316444		
	I-403533	920161	R	2/05/2026	25.98		316444		
	I-403772	920161	R	2/05/2026	10.78		316444		
	I-404315	920161	R	2/05/2026	99.99		316444		
	I-404449	920161	R	2/05/2026	72.97		316444		
	I-404452	920161	R	2/05/2026	31.98		316444		179.68
5028		VISION ACE HARDWARE, LLC							
	I-404213	920171	R	2/05/2026	38.68		316445		
	I-404214	920171	R	2/05/2026	4.67		316445		
	I-404232	920171	R	2/05/2026	8.53		316445		
	I-404388	920171	R	2/05/2026	26.57		316445		78.45
5400		VOIANCE LANGUAGE SERVICES, LLC							
	I-SUMINV0594811225	59481	R	2/05/2026	41.83		316446		41.83
5162		WATER BOY, INC							
	I-00592779	009447	R	2/05/2026	4.85		316447		
	I-00593369	037855	R	2/05/2026	9.90		316447		14.75
5084		WIDEIKIS, BENEDICT & BERNTSSON							
	I-38141	15.0000	R	2/05/2026	525.00		316448		525.00
1		Wilson Trilha							
	I-202602042571	REFUND ZONING AP	R	2/05/2026	150.00		316449		150.00
4956		WORLD PETROLEUM CORP							
	I-97693	LANDFILL	R	2/05/2026	150.00		316450		150.00
6020		ZAMORAS LAWN & LANDSCAPE LLC							
	I-CI3714	452	R	2/05/2026	735.00		316451		735.00
5832		PROMPT WRECKER SERVICE & SALES							
	I-25256108	psd	R	2/05/2026	1,680.00		316466		1,680.00
6050		SERVPRO OF ENGLEWOOD, PLACIDA							
	I-2169	PSD	R	2/05/2026	16,230.06		316467		16,230.06
4745		COPY LIFE INC.							
	I-AR115267	DC05	R	2/06/2026	37.22		316468		
	I-AR116380	DC05	R	2/06/2026	26.85		316468		
	I-AR117421	DC05	R	2/06/2026	22.21		316468		86.28

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6230		PCF&D							
	I-9524	TAX COLLECTOR FURNITURE	V	1/08/2026	23,800.64		316469		23,800.64
6230		PCF&D							
	M-CHECK	PCF&D UNPOST	V	2/10/2026			316469		23,800.64CR
6170		JUSTIN SMITH							
	I-202601292532	TRAVEL VOUCHER	R	2/10/2026	Reissue		316470		588.80
4327		MANDY HINES							
	I-202601262499	TRAVEL VOUCHER	R	2/10/2026	Reissue		316471		533.00
5988		A & D RECYCLING LLC							
	I-15806	10387	R	2/12/2026	125.00		316479		125.00
5811		AC DISASTER CONSULTING, LLC							
	I-02218	DESOTO COUNTY BOCC	R	2/12/2026	1,897.50		316480		1,897.50
5465		ADVANTAGE MEDICAL WASTE SOLUTI							
	I-M91169	ANIMAL CONTROL	R	2/12/2026	75.00		316481		75.00
0408		ALERT PLUMBING SERVICE SPECIAL							
	I-1164	PARKS	R	2/12/2026	497.04		316482		
	I-1176	PARKS	R	2/12/2026	493.72		316482		990.76
6221		ALTA CONSTRUCTION EQUIPMENT FL							
	I-SP9148507	BP0148487	R	2/12/2026	1,183.66		316483		
	I-SP9148512	BP0148487	R	2/12/2026	75.75		316483		1,259.41
5654		AUTO ZONE STORES, INC							
	I-01088291138	13356068	R	2/12/2026	11.14		316484		11.14
0235		B & I CONTRACTORS INC							
	I-88070S	11546	R	2/12/2026	7,590.00		316485		
	I-88788S	11546	R	2/12/2026	750.00		316485		8,340.00
6328		BADGER METER, INC							
	I-80225578	33145	R	2/12/2026	157.41		316486		157.41
6112		BBA PUMPS, INC							
	I-98014180	63552	R	2/12/2026	67,274.00		316487		
	I-98014181	63552	R	2/12/2026	72,440.00		316487		139,714.00

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2317		BOUND TREE MEDICAL. LLC							
	I-86086301	108367	R	2/12/2026	1,793.25		316488		
	I-86089512	108367	R	2/12/2026	131.72		316488		1,924.97
4111		CENTER POINT LARGE PRINT							
	I-2231440	LIBRARY	R	2/12/2026	1,193.76		316489		1,193.76
3635		CINTAS CORPORATION NO.2							
	I-4256102079	24040476	R	2/12/2026	58.86		316490		
	I-4256858800	24040476	R	2/12/2026	66.44		316490		
	I-4257607898	24040476	R	2/12/2026	59.55		316490		
	I-4258185418	24060156	R	2/12/2026	269.48		316490		
	I-4258335298	24040476	R	2/12/2026	59.55		316490		
	I-4258941236	24030035	R	2/12/2026	35.00		316490		
	I-4258941413	24060156	R	2/12/2026	269.48		316490		
	I-4259097535	24040476	R	2/12/2026	96.65		316490		
	I-4259097554	24049758	R	2/12/2026	54.48		316490		
	I-8408092102	24030035	R	2/12/2026	7.53		316490		977.02
0084		CITY OF ARCADIA,							
	I-202602092580	0000967576-002899644	R	2/12/2026	217.06		316491		
	I-202602102585	0000968225-002906134	R	2/12/2026	634.98		316491		
	I-202602102587	0000967580-002899684	R	2/12/2026	2,387.32		316491		
	I-202602102588	0000967577-002899654	R	2/12/2026	2,219.21		316491		
	I-202602102589	0000967579-002899674	R	2/12/2026	1,364.48		316491		
	I-202602102590	00009678584-002899724	R	2/12/2026	2,174.41		316491		
	I-202602102591	0000967583-002899714	R	2/12/2026	209.61		316491		
	I-202602102592	0000967582-002899704	R	2/12/2026	94.15		316491		
	I-202602122613	0000967581-002899694	R	2/12/2026	106.80		316491		9,408.02
3976		COMCAST							
	I-26301890-939776438	FEB 26 PAYMENT	R	2/12/2026	1,666.35		316492		1,666.35
3503		COMTEL TECHNOLOGY GROUP, INC							
	I-38248	300799	R	2/12/2026	814.18		316493		814.18
4745		COPY LIFE INC.							
	I-AR117407	CF0008	R	2/12/2026	25.51		316494		
	I-AR117417	CF1045	R	2/12/2026	66.59		316494		
	I-AR117859	DC06	R	2/12/2026	124.42		316494		216.52
5884		COREY KALMES							
	I-202602122612	TRAVEL VOUCHER	R	2/12/2026	72.00		316495		72.00

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1104		COX PEST CONTROL INC							
	I-340660	118988	R	2/12/2026	50.00		316496		
	I-340661	117757	R	2/12/2026	40.00		316496		
	I-340667	117750	R	2/12/2026	110.00		316496		
	I-340668	117750	R	2/12/2026	100.00		316496		
	I-340674	117743	R	2/12/2026	40.00		316496		
	I-340675	117747	R	2/12/2026	40.00		316496		
	I-340676	117744	R	2/12/2026	40.00		316496		
	I-340802	117746	R	2/12/2026	50.00		316496		
	I-340881	117741	R	2/12/2026	85.00		316496		
	I-340882	117742	R	2/12/2026	40.00		316496		
	I-340935	117745	R	2/12/2026	80.00		316496		
	I-341232	117740	R	2/12/2026	85.00		316496		
	I-341235	117754	R	2/12/2026	40.00		316496		
	I-341237	117752	R	2/12/2026	45.00		316496		
	I-341283	117758	R	2/12/2026	40.00		316496		
	I-341366	117759	R	2/12/2026	40.00		316496		925.00
2871		CRUMPTON WELDING SUPPLY							
	I-0001456834	2195	R	2/12/2026	689.35		316498		689.35
2724		CULLIGAN WATER							
	I-1359503	1013721	R	2/12/2026	69.99		316499		
	I-1362591	1176489	R	2/12/2026	67.25		316499		
	I-1364594	1013721	R	2/12/2026	109.75		316499		
	I-1366402	1013721	R	2/12/2026	24.00		316499		270.99
6213		DAIKIN APPLIED							
	I-3570533	1198319	R	2/12/2026	37,830.00		316500		37,830.00
4850		DESOTO AGRICULTURE &							
	I-160092	2813	R	2/12/2026	3.47		316501		
	I-160094	2813	R	2/12/2026	72.88		316501		
	I-160107	2813	R	2/12/2026	86.83		316501		163.18
4528		DESOTO COUNTY TEEN COURT							
	I-202602092581	JANUARY 2026	R	2/12/2026	800.85		316502		800.85
5757		DYNAMIC EQUIPMENT GROUP							
	I-P89208	BOC702	R	2/12/2026	522.77		316503		522.77
5773		EAST PENN MANUFACTURING CO							
	I-260066115	310112591	R	2/12/2026	19.96		316504		19.96

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5431		EVOQUA WATER TECHNOLOGIES LLC							
	I-907410289	1069199	R	2/12/2026	2,064.00		316505		2,064.00
1494		FAPAA							
	I-202602102593	ACO CONFERENCE	R	2/12/2026	700.00		316506		700.00
0306		FENDER AUTO PARTS INC							
	I-075656	168	R	2/12/2026	23.98		316507		
	I-076236	166	R	2/12/2026	166.41		316507		
	I-076237	168	R	2/12/2026	35.97		316507		
	I-076466	168	R	2/12/2026	35.97		316507		
	I-076718	166	R	2/12/2026	24.00		316507		
	I-076975	166	R	2/12/2026	265.84		316507		552.17
0605		FENDERS TIRE & BATTERY, INC.							
	I-076126	129	R	2/12/2026	42.50		316508		42.50
6123		FERGUSON ENTERPRISES, LLC							
	I-1717513	32999	R	2/12/2026	586.28		316509		586.28
1427		FLORIDA UC FUND							
	I-202602112602	9975131	R	2/12/2026	825.00		316510		825.00
5680		GEOPHYSICAL SURVEY SYSTEMS, IN							
	I-79603	DESCOU	R	2/12/2026	3,930.30		316511		3,930.30
6330		GG PARTS AND SUPPLIES							
	I-1330	LANDFILL	R	2/12/2026	998.29		316512		998.29
5452		GRAINGER, INC							
	I-9796131267	887348975	R	2/12/2026	176.62		316513		176.62
4900		HAWKINS, INC							
	I-7326671	292984	R	2/12/2026	2,940.30		316514		
	I-7329115	292984	R	2/12/2026	2,343.10		316514		5,283.40
1463		JORGE HERNANDEZ							
	I-202602122611	TRAVEL VOUCHER	R	2/12/2026	72.00		316515		72.00
0456		HOME DEPOT CREDIT SVCS							
	I-3892229	6035 3225 0133 4068	R	2/12/2026	153.04		316516		153.04
4126		IMAGE TREND, INC.							
	I-PSINV122511	0442	R	2/12/2026	927.42		316517		927.42

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5869		JAMES EDWARD WHIDDEN							
	I-202602102600	REIMBURSEMENT	R	2/12/2026	21.38		316518		21.38
1565		JONES SUPPLY A.I. S&S INC							
	I-INV25922	EXTENSION	R	2/12/2026	88.00		316519		88.00
6134		JUANA SANCHEZ							
	I-202602102597	TRAVEL VOUCHER	R	2/12/2026	32.00		316520		32.00
0423		KNIGHT SUPPLY OF							
	I-100406	UTILITIES	R	2/12/2026	21.33		316521		
	I-100487	UTILITIES	R	2/12/2026	59.44		316521		80.77
4864		LEAF							
	I-19714958	100-4333359-004	R	2/12/2026	133.57		316522		133.57
4864		LEAF							
	I-19736555-3458108	100-3458108-007	R	2/12/2026	136.72		316523		136.72
4864		LEAF							
	I-19737800-13545158	100-4333359-006	R	2/12/2026	120.12		316524		120.12
3904		LIBERTY TIRE RECYCLING, LLC							
	I-3162305	33330	R	2/12/2026	7,260.00		316525		7,260.00
1		MARIA GURREA							
	I-202602092583	GURREA- D D REFUN	R	2/12/2026	75.00		316526		75.00
6179		MATTHEW JARVIS							
	I-202602102586	TRAVEL VOUCHER	R	2/12/2026	215.60		316527		215.60
5739		NAPA AUTO PARTS							
	I-152834	831	R	2/12/2026	519.32		316528		
	I-153288	831	R	2/12/2026	650.38		316528		1,169.70
5006		O'REILLY AUTO PARTS							
	I-5069199923	2192285	R	2/12/2026	4.19		316529		
	I-5069199929	2192285	R	2/12/2026	113.28		316529		
	I-5069200207	2192285	R	2/12/2026	13.99		316529		
	I-5069202124	2192285	R	2/12/2026	27.58		316529		159.04
5766		ODP BUSINESS SOLUTIONS, LLC							
	I-453165234001	27272349	R	2/12/2026	149.82		316530		
	I-453165234002	27272349	R	2/12/2026	6.57		316530		156.39

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6230		PCF&D							
	I-9533	PURCHASING	R	2/12/2026	264.01		316531		264.01
3324		PEACE RIVER SHOPPER							
	I-228154	SOCIAL SERVICES	R	2/12/2026	144.00		316532		
	I-228247	ADMIN	R	2/12/2026	180.00		316532		324.00
4922		PETER DANAO- PETTY CASH							
	I-202602122614	REPLENISH PETTY CASH	R	2/12/2026	200.00		316533		200.00
3389		RING POWER CORPORATION							
	C-15BC0006028	011803	R	2/12/2026	220.20CR		316534		
	I-15BC0006037	011803	R	2/12/2026	200.49		316534		
	I-15BC0006038	011806	R	2/12/2026	124.53		316534		104.82
6338		ROBERT HAIRSTON							
	I-F32703	REIMBURSEMENT	R	2/12/2026	22.44		316535		22.44
6026		ROBERT SCHMIDT							
	I-202602102598	PSD	R	2/12/2026	85.00		316536		85.00
5376		SANDERS LABORATORIES, INC.							
	I-87645	DESOTO WWTP	R	2/12/2026	173.00		316537		173.00
0259		SMITH'S RANCH & GARDEN							
	I-121524	5142224	R	2/12/2026	51.90		316538		
	I-121668	5142224	R	2/12/2026	17.24		316538		69.14
3800		STATE CHEMICAL							
	I-904078497	738188	R	2/12/2026	454.61		316539		454.61
1464		SUN STATE INT'L TRUCKS,LLC							
	I-X40018394901	10600	R	2/12/2026	20.40		316540		
	I-X40018412301	10600	R	2/12/2026	129.37		316540		149.77
5190		TARGETSOLUTIONS LEARNING, INC							
	I-INV124122	0014100000iwlG0AAI	R	2/12/2026	1,190.00		316541		1,190.00
6261		THE PROMEDIA GROUP OF TAMPA CO							
	I-4988	PURCHASING	R	2/12/2026	1,075.83		316542		1,075.83
0697		THE SUN							
	I-3972084	101305	R	2/12/2026	52.91		316543		52.91

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0697		THE SUN							
	I-3972492	101305	R	2/12/2026	61.49		316544		61.49
0697		THE SUN							
	I-3972645	101305	R	2/12/2026	58.63		316545		58.63
0697		THE SUN							
	I-3974523	101305	R	2/12/2026	38.61		316546		38.61
0697		THE SUN							
	I-3975392	101305	R	2/12/2026	44.33		316547		44.33
0697		THE SUN							
	I-3976807	101305	R	2/12/2026	41.47		316548		41.47
0697		THE SUN							
	I-3976935	101305	R	2/12/2026	51.48		316549		51.48
0697		THE SUN							
	I-3978882	134148	R	2/12/2026	545.00		316550		545.00
0697		THE SUN							
	I-3980510	400371	R	2/12/2026	125.84		316551		125.84
0697		THE SUN							
	I-3981543	418252	R	2/12/2026	51.48		316552		51.48
0697		THE SUN							
	I-3981544	418252	R	2/12/2026	51.48		316553		51.48
5879		USA BLUEBOOK							
	I-INV00949024	959717	R	2/12/2026	7,981.90		316554		7,981.90
5025		VISION ACE HARDWARE, LLC							
	I-404655	920174	R	2/12/2026	41.57		316555		41.57
5027		VISION ACE HARDWARE, LLC							
	C-C18347	920161	R	2/12/2026	13.43CR		316556		
	I-404493	920161	R	2/12/2026	48.97		316556		
	I-404509	920161	R	2/12/2026	13.99		316556		
	I-404538	920161	R	2/12/2026	6.59		316556		
	I-404546	920161	R	2/12/2026	13.18		316556		
	I-404554	920161	R	2/12/2026	11.58		316556		
	I-404574	920161	R	2/12/2026	74.99		316556		
	I-404639	920161	R	2/12/2026	30.97		316556		
	I-404650	920161	R	2/12/2026	31.42		316556		
	I-404654	920161	R	2/12/2026	33.75		316556		252.01

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5028		VISION ACE HARDWARE, LLC							
	I-404447	920171	R	2/12/2026	28.99		316557		
	I-404620	920171	R	2/12/2026	22.05		316557		
	I-404672	920171	R	2/12/2026	20.36		316557		71.40
5030		VISION ACE HARDWARE, LLC.							
	I-404310	920165	R	2/12/2026	97.59		316558		
	I-404623	920165	R	2/12/2026	123.93		316558		221.52
5400		VOIANCE LANGUAGE SERVICES, LLC							
	I-SUMINV0594810126	59481	R	2/12/2026	40.94		316559		40.94
5162		WATER BOY, INC							
	I-25131829	037855	R	2/12/2026	36.35		316560		36.35
6020		ZAMORAS LAWN & LANDSCAPE LLC							
	I-CI3745	28	R	2/12/2026	70.00		316561		
	I-CI3746	28	R	2/12/2026	70.00		316561		
	I-CI3747	28	R	2/12/2026	70.00		316561		210.00
5344		FLORIDA DIVISION OF EMERGENCY							
	I-202602122617	EMPG	R	2/12/2026	661.38		316562		661.38
5636		DARRELL'S WRECKER SERVICE							
	I-23998	PSD	R	2/13/2026	3,560.33		316563		3,560.33
6326		THE PERFORMANCE DEALER LLC DBA							
	I-0001	PSD	R	2/17/2026	352.40		316564		352.40
6345		ACENTRIA							
	I-202602172625	HINESMA002	R	2/19/2026	100.00		316566		100.00
0760		ADVANCED OVERHEAD SYSTEMS,INC							
	I-143524	55521	R	2/19/2026	825.00		316567		825.00
0408		ALERT PLUMBING SERVICE SPECIAL							
	I-1198	PARKS	R	2/19/2026	148.00		316568		
	I-1209	PARKS	R	2/19/2026	178.15		316568		
	I-1246	PARKS	R	2/19/2026	348.00		316568		674.15
1812		AMERICAN SOCIETY OF COMPOSERS,							
	I-202602182631	500638673	R	2/19/2026	459.08		316569		459.08

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0830		ARCADIA AMOCO LLC							
	I-40241	PSD	R	2/19/2026	54.00		316570		54.00
4369		ATMAX EQUIPMENT COMPANY							
	I-IN026245	C002508	R	2/19/2026	1,772.49		316571		1,772.49
3637		BATTERIES PLUS							
	I-P86531757	IT	R	2/19/2026	159.91		316572		159.91
2317		BOUND TREE MEDICAL. LLC							
	I-86097785	108367	R	2/19/2026	636.63		316573		
	I-86100719	108367	R	2/19/2026	109.80		316573		746.43
1905		BSN SPORT SUPPLY GRP,INC							
	I-933020716	1578848	R	2/19/2026	2,693.88		316574		
	I-933067612	1578848	R	2/19/2026	2,490.00		316574		5,183.88
3848		CENTURYLINK							
	I-202602182630	446067989	R	2/19/2026	146.00		316575		146.00
5655		CHARLOTTE COUNTY BOARD OF COUN							
	I-FY2526004	LANDFILL	R	2/19/2026	3,454.20		316576		3,454.20
3635		CINTAS CORPORATION NO.2							
	I-4259691115	24060156	R	2/19/2026	269.48		316577		269.48
0084		CITY OF ARCADIA,							
	I-202602172619	0000963380-002857684	R	2/19/2026	454.48		316578		
	I-202602172620	0000963382-002857704	R	2/19/2026	864.08		316578		1,318.56
4745		COPY LIFE INC.							
	I-AR117909	CF1044	R	2/19/2026	31.50		316579		31.50
5154		CORE & MAIN LP							
	I-Y374478	164427	R	2/19/2026	7,888.00		316580		
	I-Y462299	164427	R	2/19/2026	4,690.00		316580		12,578.00
1104		COX PEST CONTROL INC							
	I-341236	117753	R	2/19/2026	65.00		316581		65.00
4850		DESOTO AGRICULTURE &							
	I-160121	2800	R	2/19/2026	3.48		316582		3.48

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 1/27/2026 THRU 2/24/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1416		DESOTO CO PUBLIC HEALTH							
	I-202602172621	JOSHUA COFFEY PHYSICAL	R	2/19/2026	145.00		316583		
	I-202602172622	DALTON KILISZ PHYSICAL	R	2/19/2026	105.00		316583		250.00
0701		DESOTO MACHINE & REPAIR, LLC							
	I-1282	LANDFILL	R	2/19/2026	100.00		316584		100.00
6182		E & N DISTRIBUTING, INC							
	I-58390	PSD	R	2/19/2026	1,079.60		316585		1,079.60
4518		ESI ACQUISITION, INC							
	I-INVESi7582	EM	R	2/19/2026	3,357.11		316586		3,357.11
6127		EVERGLADES EQUIPMENT GROUP							
	I-P0805540	DESOT007	R	2/19/2026	244.92		316587		
	I-P0809723	DESOT007	R	2/19/2026	734.32		316587		979.24
0306		FENDER AUTO PARTS INC							
	I-076995	166	R	2/19/2026	31.19		316588		
	I-077087	166	R	2/19/2026	44.50		316588		
	I-077529	168	R	2/19/2026	123.06		316588		198.75
0605		FENDERS TIRE & BATTERY, INC.							
	I-077041	167	R	2/19/2026	1,106.00		316589		1,106.00
0572		FLORIDA TIRE TERMINAL							
	I-11166	LANDFILL	R	2/19/2026	1,183.00		316590		1,183.00
5862		FLORIDA STATE UNIVERSITY							
	I-AUX00216646	AUX1005776	R	2/19/2026	380.00		316591		380.00
3877		FRED'S HYDRAULIC HOSE							
	I-3155	PARKS	R	2/19/2026	180.00		316592		180.00
6330		GG PARTS AND SUPPLIES							
	I-1342	ROAD & BRIDGE	R	2/19/2026	1,715.95		316593		1,715.95
1391		GRAINGER INC							
	I-9803049023	851295683	R	2/19/2026	49.86		316594		
	I-9806299906	851295683	R	2/19/2026	25.48		316594		75.34
5841		GWORKS							
	I-201929479	ROAD & BRIDGE	R	2/19/2026	6,729.00		316595		6,729.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 1/27/2026 THRU 2/24/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6033		HD SUPPLY FACILITIES MAINTENAN							
	I-9245575926	15786388	R	2/19/2026	364.96		316596		364.96
6089		HD SUPPLY PSD							
	C-9245053605	18908916	R	2/19/2026	78.48CR		316597		
	I-9245202861	18908916	R	2/19/2026	308.25		316597		229.77
3542		JAHNA CONCRETE, INC.							
	I-317107	566300	R	2/19/2026	1,855.00		316598		1,855.00
6336		JUSTFOIA, INC							
	I-NE23210	DESICISIFL01	R	2/19/2026	3,071.80		316599		3,071.80
0423		KNIGHT SUPPLY OF							
	I-100372	FACILITIES	R	2/19/2026	162.86		316600		
	I-100513	FACILITIES	R	2/19/2026	26.51		316600		
	I-100520	FACILITIES	R	2/19/2026	1.63		316600		191.00
4864		LEAF							
	I-19799692-4333359	100-4333359-005	R	2/19/2026	158.32		316601		158.32
6110		LEVEL 3 COMMUNICATIONS, LLC							
	I-772228753	5-C1KDK1RG	R	2/19/2026	2,769.23		316602		
	I-772228753A	5-C1KDK1RG	R	2/19/2026	750.99		316602		
	I-77228753B	5-C1KDK1RG	R	2/19/2026	649.11		316602		4,169.33
5361		LOWES HOME CENTER, INC							
	I-988574	9800 293174 3	R	2/19/2026	189.05		316603		189.05
5432		MARLIN BUSINESS BANK							
	I-41618857-1800045	ACCT# 1800045	R	2/19/2026	743.37		316604		743.37
2019		NATIONAL BUSINESS FURNITURE							
	I-CW127027SAU	HR	R	2/19/2026	839.31		316605		839.31
5006		O'REILLY AUTO PARTS							
	I-5069202213	2192285	R	2/19/2026	16.61		316606		
	I-5069202322	2192285	R	2/19/2026	15.83		316606		32.44
6247		PARAGON ENTERPRISES INC							
	I-203839	2009874	R	2/19/2026	215.03		316607		215.03
4922		PETER DANAO- PETTY CASH							
	I-202602182627	REIMBURSEMENT	R	2/19/2026	6.56		316608		6.56

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 1/27/2026 THRU 2/24/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2950		SAFEGUARD SECURITY,INC							
	I-079222	2188	R	2/19/2026	225.00		316609		225.00
0259		SMITH'S RANCH & GARDEN							
	I-119504	5142224	R	2/19/2026	23.95		316610		
	I-120354	5142224	R	2/19/2026	10.99		316610		
	I-124061	5142224	R	2/19/2026	89.99		316610		124.93
2981		STRYKER SALES CORP							
	I-9211204597	20101786	R	2/19/2026	1,941.28		316611		1,941.28
1464		SUN STATE INT'L TRUCKS,LLC							
	I-X40018244701	10600	R	2/19/2026	708.75		316612		708.75
0310		TEN-8 FIRE EQUIPMENT INC							
	I-1310093822	C00269	R	2/19/2026	7,652.06		316613		7,652.06
0697		THE SUN							
	I-3982207	379254	R	2/19/2026	314.60		316614		314.60
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5037528678	450-0112216-007	R	2/19/2026	343.44		316615		343.44
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-AR118004	DC03	V	2/19/2026	78.00		316616		78.00
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	M-CHECK	TOSHIBA AMERICA BUSINESSUNPOST	V	2/20/2026			316616		78.00CR
5144		TROPIC SUPPLY, INC							
	I-801050400	FACILITIES	R	2/19/2026	27.96		316617		27.96
6275		TWC SERVICES, INC.							
	I-76664571	334700	R	2/19/2026	335.00		316618		335.00
4315		UNITED HEALTHCARE							
	I-202602172624	MAR26 RETIREE HEALTH AARP Rx	R	2/19/2026	3,602.10		316619		3,602.10
5027		VISION ACE HARDWARE, LLC							
	I-404708	920161	R	2/19/2026	9.98		316620		
	I-404709	920161	R	2/19/2026	73.95		316620		
	I-404728	920161	R	2/19/2026	13.99		316620		
	I-404732	920161	R	2/19/2026	3.60		316620		
	I-404765	920161	R	2/19/2026	31.57		316620		
	I-404769	920161	R	2/19/2026	14.98		316620		
	I-404770	920161	R	2/19/2026	55.97		316620		
	I-404792	920161	R	2/19/2026	9.99		316620		
	I-404933	920161	R	2/19/2026	26.99		316620		241.02

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 1/27/2026 THRU 2/24/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5028		VISION ACE HARDWARE, LLC							
	I-404694	920171	R	2/19/2026	59.98		316621		
	I-404701	920171	R	2/19/2026	28.16		316621		88.14
5030		VISION ACE HARDWARE, LLC.							
	I-404755	920165	R	2/19/2026	3.18		316622		
	I-404889	920165	R	2/19/2026	74.98		316622		78.16
4314		UNITED HEALTHCARE INSURANCE CO							
	I-202602192634	RETIREE HEALTH SUPPLEMENT	R	2/19/2026	8,748.87		316623		8,748.87
2598		PETER DANAO							
	I-202602202636	TRAVEL VOUCHER	R	2/20/2026	60.00		316624		60.00
5929		LESYANI MARTINEZ							
	I-202602202637	TRAVEL VOUCHER	R	2/20/2026	60.00		316625		60.00

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	277		700,797.98	0.00	700,719.98
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	12		279,347.90	0.00	279,347.90
EFT:	93		2,574,223.50	0.00	2,574,223.50
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	5	VOID DEBITS	1,121.80		
		VOID CREDITS	25,117.99CR	23,996.19CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APBK TOTALS:	387	3,554,291.38	0.00	3,554,291.38
BANK: APBK TOTALS:	387	3,554,291.38	0.00	3,554,291.38

VENDOR SET: 01 Desoto County
BANK: FSA FLEXIBLE SPENDING ACCOUNT
DATE RANGE: 1/27/2026 THRU 2/24/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5838	WAGEWORKS, INC							
I-202602032546	JANUARY 2026 CLAIM PYMT DIS	D	1/31/2026	9,801.68		005018		9,801.68

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	1			9,801.68	0.00	9,801.68
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: FSA TOTALS:	1	9,801.68	0.00	9,801.68
BANK: FSA TOTALS:	1	9,801.68	0.00	9,801.68

VENDOR SET: 01 Desoto County
BANK: IHC INDIGENT HEALTH CARE TRUS
DATE RANGE: 1/27/2026 THRU 2/24/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0702		DESOTO MEMORIAL HOSPITAL							
	I-202601272508	NOV 2025 INDNT HLTH CARE	E	1/28/2026	132,831.85		007223		132,831.85
0702		DESOTO MEMORIAL HOSPITAL							
	I-202602062575	FY26 1ST QTR IHC TAX	E	2/06/2026	220,188.89		007276		220,188.89

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	2			353,020.74	0.00	353,020.74
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: IHC TOTALS:	2	353,020.74	0.00	353,020.74
BANK: IHC TOTALS:	2	353,020.74	0.00	353,020.74

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 1/27/2026 THRU 2/24/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0006		VALIC RETIREMENT SERVICES							
	I-DC3202601302534	DEFERRED COMP/VALIC	D	1/30/2026	750.00		005027		750.00
0017		DEPARTMENT OF TREASURY							
	I-T1 202601302534	FEDERAL WITHHOLDING	D	1/30/2026	19,436.86		005028		
	I-T3 202601302534	FICA WITHHOLDING	D	1/30/2026	28,078.34		005028		
	I-T4 202601302534	MEDICARE WITHHOLDING	D	1/30/2026	6,566.76		005028		54,081.96
1288		DESOTO CO BOCC PAYROLL ACCOUNT							
	I-001202601302534	PAYROLL REIMBURSEMENT	D	1/30/2026	54,985.01		005029		
	I-102202601302534	PAYROLL REIMBURSEMENT	D	1/30/2026	23,712.24		005029		
	I-105202601302534	PAYROLL REIMBURSEMENT	D	1/30/2026	7,078.49		005029		
	I-106202601302534	PAYROLL REIMBURSEMENT	D	1/30/2026	73,416.76		005029		
	I-134202601302534	PAYROLL REIMBRSEMENT	D	1/30/2026	2,926.14		005029		
	I-150202601302534	PAYROLL REIMBURSEMENT	D	1/30/2026	335.58		005029		
	I-190202601302534	PAYROLL REIMBURSEMENT	D	1/30/2026	574.88		005029		
	I-400202601302534	PAYROLL REIMBURSEMENT	D	1/30/2026	6,346.61		005029		
	I-410202601302534	PAYROLL REIMBURSEMENT	D	1/30/2026	9,968.44		005029		179,344.15
3125		EXPERTPAY							
	I-C08202601302534	REMIT ID#0150000117DR14	D	1/30/2026	48.23		005030		
	I-C55202601302534	CASE# 2013 DR 00069	D	1/30/2026	246.81		005030		
	I-C57202601302534	CASE# 2013 DR 00069	D	1/30/2026	5.25		005030		
	I-C76202601302534	CASE #142020DR000338	D	1/30/2026	43.10		005030		
	I-C83202601302534	#25180000130DR	D	1/30/2026	111.50		005030		
	I-C84202601302534	#58140005806CA	D	1/30/2026	64.96		005030		
	I-C85202601302534	#08240000906DR	D	1/30/2026	214.70		005030		
	I-C87202601302534	#35170000034DR	D	1/30/2026	84.58		005030		
	I-C88202601302534	#60150000105DR	D	1/30/2026	48.35		005030		867.48
3756		NATIONWIDE RETIREMENT SOLUTION							
	I-DC2202601302534	DEFERRED COMP/NACO	D	1/30/2026	1,778.46		005031		1,778.46
4974		BOSTON MUTUAL LIFE INSURANCE C							
	I-LBA202601302534	EMPLOYEE PAID LIFE INS AFT TAX	D	1/30/2026	137.69		005032		137.69
0004		HARTFORD LIFE INSUR CO (EMPOWE							
	I-DC1202601302534	DEFERRED COMP/HARTFORD	D	2/02/2026	75.00		005033		75.00
6307		US DEPARTMENT OF THE TREASURY							
	I-202602032549	US DEPARTMENT OF THE TREASURY	D	2/02/2026	98.37		005035		98.37
5419		DESOTO COUNTY FLEXIBLE SPENDIN							
	I-FSA202512302365	FLEX SPENDING ACCT DEDUCTIONS	D	2/03/2026	419.17		005037		
	I-FSA202601072387	FLEX SPENDING ACCT DEDUCTIONS	D	2/03/2026	887.49		005037		
	I-FSA202601142428	FLEX SPENDING ACCT DEDUCTIONS	D	2/03/2026	674.60		005037		
	I-FSA202601212490	FLEX SPENDING ACCT DEDUCTIONS	D	2/03/2026	660.42		005037		2,641.68

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 1/27/2026 THRU 2/24/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6098		BLUE CROSS AND BLUE SHIELD OF							
	I-202602062577	FEB26 COBRA HEALTH INS PREM	D	2/03/2026	961.36		005038		961.36
5398		UNITED WAY SUNCOAST, INC							
	I-UWY202512302365	UNITED WAY DEDUCTIONS	D	2/03/2026	6.00		005039		
	I-UWY202601072387	UNITED WAY DEDUCTIONS	D	2/03/2026	6.00		005039		
	I-UWY202601142428	UNITED WAY DEDUCTIONS	D	2/03/2026	6.00		005039		
	I-UWY202601212490	UNITED WAY DEDUCTIONS	D	2/03/2026	6.00		005039		
	I-UWY202601302534	UNITED WAY DEDUCTIONS	D	2/03/2026	6.00		005039		30.00
6098		BLUE CROSS AND BLUE SHIELD OF							
	I-202602062576	FEB26 BOCC HEALTH INS PREM	D	2/03/2026	201,391.06		005040		
	I-UCB202512302365	DEPENDENT CHILD HEALTH PRE TAX	D	2/03/2026	1,051.10		005040		
	I-UCB202601072387	DEPENDENT CHILD HEALTH PRE TAX	D	2/03/2026	1,051.10		005040		
	I-UCB202601142428	DEPENDENT CHILD HEALTH PRE TAX	D	2/03/2026	1,051.10		005040		
	I-UCB202601212490	DEPENDENT CHILD HEALTH PRE TAX	D	2/03/2026	1,051.10		005040		
	I-UD1202512302365	SUBSIDIZED DEP CHILD HEALTH	D	2/03/2026	1,051.10		005040		
	I-UD1202601072387	SUBSIDIZED DEP CHILD HEALTH	D	2/03/2026	1,051.10		005040		
	I-UD1202601142428	SUBSIDIZED DEP CHILD HEALTH	D	2/03/2026	1,051.10		005040		
	I-UD1202601212490	SUBSIDIZED DEP CHILD HEALTH	D	2/03/2026	1,051.10		005040		
	I-UD2202512302365	SUBSIDIZED SP HEALTH	D	2/03/2026	1,130.85		005040		
	I-UD2202601072387	SUBSIDIZED SP HEALTH	D	2/03/2026	1,633.45		005040		
	I-UD2202601142428	SUBSIDIZED SP HEALTH	D	2/03/2026	1,633.45		005040		
	I-UD2202601212490	SUBSIDIZED SP HEALTH	D	2/03/2026	1,633.45		005040		
	I-UD3202512302365	SUBSIDIZED FAM HEALTH	D	2/03/2026	3,928.89		005040		
	I-UD3202601072387	SUBSIDIZED FAM HEALTH	D	2/03/2026	3,928.89		005040		
	I-UD3202601142428	SUBSIDIZED FAM HEALTH	D	2/03/2026	3,928.89		005040		
	I-UD3202601212490	SUBSIDIZED FAM HEALTH	D	2/03/2026	3,928.89		005040		
	I-UDC202512302365	SUBSIDIZED DEP HEALTH INS	D	2/03/2026	251.31		005040		
	I-UDC202601072387	SUBSIDIZED DEP HEALTH INS	D	2/03/2026	251.31		005040		
	I-UDC202601142428	SUBSIDIZED DEP HEALTH INS	D	2/03/2026	251.31		005040		
	I-UDC202601212490	SUBSIDIZED DEP HEALTH INS	D	2/03/2026	251.31		005040		
	I-UEE202512302365	COUNTY PAID EMP HEALTH INS	D	2/03/2026	42,780.52		005040		
	I-UEE202601072387	COUNTY PAID EMP HEALTH INS	D	2/03/2026	42,540.18		005040		
	I-UEE202601142428	COUNTY PAID EMP HEALTH INS	D	2/03/2026	41,338.48		005040		
	I-UEE202601212490	COUNTY PAID EMP HEALTH INS	D	2/03/2026	42,540.18		005040		
	I-UFB202512302365	FAMILY HLTH PRE TAX	D	2/03/2026	3,928.89		005040		
	I-UFB202601072387	FAMILY HLTH PRE TAX	D	2/03/2026	3,928.89		005040		
	I-UFB202601142428	FAMILY HLTH PRE TAX	D	2/03/2026	3,928.89		005040		
	I-UFB202601212490	FAMILY HLTH PRE TAX	D	2/03/2026	3,928.89		005040		
	I-USB202512302365	SPOUSE HLTH PRE TAX	D	2/03/2026	1,130.94		005040		
	I-USB202601072387	SPOUSE HLTH PRE TAX	D	2/03/2026	1,633.58		005040		
	I-USB202601142428	SPOUSE HLTH PRE TAX	D	2/03/2026	1,633.58		005040		
	I-USB202601212490	SPOUSE HLTH PRE TAX	D	2/03/2026	1,633.58		005040		423,498.46

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3756		NATIONWIDE RETIREMENT SOLUTION							
	I-NA1202512302365	ELECTED OFFICIALS/HI RTMT	D	2/04/2026	469.81		005041		
	I-NA1202601072387	ELECTED OFFICIALS/HI RTMT	D	2/04/2026	469.81		005041		
	I-NA1202601142428	ELECTED OFFICIALS/HI RTMT	D	2/04/2026	469.81		005041		
	I-NA1202601212490	ELECTED OFFICIALS/HI RTMT	D	2/04/2026	469.81		005041		
	I-NA1202601302534	ELECTED OFFICIALS/HI RTMT	D	2/04/2026	469.81		005041		
	I-NA3202512302365	SPECIAL RISK/UB NACO	D	2/04/2026	343.52		005041		
	I-NA3202601072387	SPECIAL RISK/UB NACO	D	2/04/2026	343.52		005041		
	I-NA3202601142428	SPECIAL RISK/UB NACO	D	2/04/2026	425.21		005041		
	I-NA3202601212490	SPECIAL RISK/UB NACO	D	2/04/2026	343.52		005041		
	I-NA3202601302534	SPECIAL RISK/UB NACO	D	2/04/2026	343.52		005041		4,148.34
0017		DEPARTMENT OF TREASURY							
	I-T1 202602042570	FEDERAL WITHHOLDING	D	2/06/2026	15,697.93		005048		
	I-T3 202602042570	FICA WITHHOLDING	D	2/06/2026	24,952.58		005048		
	I-T4 202602042570	MEDICARE WITHHOLDING	D	2/06/2026	5,835.68		005048		46,486.19
1288		DESOTO CO BOCC PAYROLL ACCOUNT							
	I-001202602042570	PAYROLL REIMBURSEMENT	D	2/06/2026	51,202.83		005049		
	I-102202602042570	PAYROLL REIMBURSEMENT	D	2/06/2026	21,645.42		005049		
	I-105202602042570	PAYROLL REIMBURSEMENT	D	2/06/2026	6,241.97		005049		
	I-106202602042570	PAYROLL REIMBURSEMENT	D	2/06/2026	60,927.39		005049		
	I-134202602042570	PAYROLL REIMBRSEMENT	D	2/06/2026	2,589.67		005049		
	I-150202602042570	PAYROLL REIMBURSEMENT	D	2/06/2026	327.04		005049		
	I-190202602042570	PAYROLL REIMBURSEMENT	D	2/06/2026	568.96		005049		
	I-400202602042570	PAYROLL REIMBURSEMENT	D	2/06/2026	5,670.49		005049		
	I-410202602042570	PAYROLL REIMBURSEMENT	D	2/06/2026	8,756.71		005049		157,930.48
3125		EXPERTPAY							
	I-C08202602042570	REMIT ID#0150000117DR14	D	2/06/2026	48.23		005050		
	I-C55202602042570	CASE# 2013 DR 00069	D	2/06/2026	246.81		005050		
	I-C57202602042570	CASE# 2013 DR 00069	D	2/06/2026	5.25		005050		
	I-C76202602042570	CASE #142020DR000338	D	2/06/2026	43.10		005050		
	I-C83202602042570	#25180000130DR	D	2/06/2026	111.50		005050		
	I-C84202602042570	#58140005806CA	D	2/06/2026	64.96		005050		
	I-C85202602042570	#08240000906DR	D	2/06/2026	214.70		005050		
	I-C87202602042570	#35170000034DR	D	2/06/2026	84.58		005050		
	I-C88202602042570	#60150000105DR	D	2/06/2026	48.35		005050		867.48
3756		NATIONWIDE RETIREMENT SOLUTION							
	I-DC2202602042570	DEFERRED COMP/NACO	D	2/06/2026	1,778.46		005051		1,778.46
0004		HARTFORD LIFE INSUR CO (EMPOWE							
	I-DC1202602042570	DEFERRED COMP/HARTFORD	D	2/09/2026	75.00		005052		75.00

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0006		VALIC RETIREMENT SERVICES							
	I-DC3202602042570	DEFERRED COMP/VALIC	D	2/09/2026	750.00		005053		750.00
4974		BOSTON MUTUAL LIFE INSURANCE C							
	I-LBA202602042570	EMPLOYEE PAID LIFE INS AFT TAX	D	2/09/2026	137.69		005054		137.69
6307		US DEPARTMENT OF THE TREASURY							
	I-202602122615	US DEPARTMENT OF THE TREASURY	D	2/09/2026	98.55		005055		98.55
0006		VALIC RETIREMENT SERVICES							
	I-DC3202602112610	DEFERRED COMP/VALIC	D	2/13/2026	750.00		005060		750.00
0017		DEPARTMENT OF TREASURY							
	I-T1 202602112610	FEDERAL WITHHOLDING	D	2/13/2026	16,454.11		005061		
	I-T3 202602112610	FICA WITHHOLDING	D	2/13/2026	25,498.90		005061		
	I-T4 202602112610	MEDICARE WITHHOLDING	D	2/13/2026	5,963.34		005061		47,916.35
1288		DESOTO CO BOCC PAYROLL ACCOUNT							
	I-001202602112610	PAYROLL REIMBURSEMENT	D	2/13/2026	52,755.36		005062		
	I-102202602112610	PAYROLL REIMBURSEMENT	D	2/13/2026	21,844.02		005062		
	I-105202602112610	PAYROLL REIMBURSEMENT	D	2/13/2026	6,147.25		005062		
	I-106202602112610	PAYROLL REIMBURSEMENT	D	2/13/2026	61,369.85		005062		
	I-134202602112610	PAYROLL REIMBRSEMENT	D	2/13/2026	2,651.14		005062		
	I-150202602112610	PAYROLL REIMBURSEMENT	D	2/13/2026	327.04		005062		
	I-190202602112610	PAYROLL REIMBURSEMENT	D	2/13/2026	568.96		005062		
	I-400202602112610	PAYROLL REIMBURSEMENT	D	2/13/2026	6,731.46		005062		
	I-410202602112610	PAYROLL REIMBURSEMENT	D	2/13/2026	8,865.76		005062		161,260.84
3125		EXPERTPAY							
	I-C08202602112610	REMIT ID#0150000117DR14	D	2/13/2026	48.23		005063		
	I-C55202602112610	CASE# 2013 DR 00069	D	2/13/2026	246.81		005063		
	I-C57202602112610	CASE# 2013 DR 00069	D	2/13/2026	5.25		005063		
	I-C76202602112610	CASE #142020DR000338	D	2/13/2026	43.10		005063		
	I-C83202602112610	#25180000130DR	D	2/13/2026	111.50		005063		
	I-C84202602112610	#58140005806CA	D	2/13/2026	64.96		005063		
	I-C85202602112610	#08240000906DR	D	2/13/2026	214.70		005063		
	I-C87202602112610	#35170000034DR	D	2/13/2026	84.58		005063		
	I-C88202602112610	#60150000105DR	D	2/13/2026	48.35		005063		867.48
3756		NATIONWIDE RETIREMENT SOLUTION							
	I-DC2202602112610	DEFERRED COMP/NACO	D	2/13/2026	1,778.46		005064		1,778.46
4974		BOSTON MUTUAL LIFE INSURANCE C							
	I-LBA202602112610	EMPLOYEE PAID LIFE INS AFT TAX	D	2/13/2026	137.69		005065		137.69

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0004		HARTFORD LIFE INSUR CO (EMPOWE							
	I-DC1202602112610	DEFERRED COMP/HARTFORD	D	2/17/2026	75.00		005066		75.00
6307		US DEPARTMENT OF THE TREASURY							
	I-202602182628	US DEPARTMENT OF THE TREASURY	D	2/13/2026	98.55		005067		98.55
4873		FIDELITY SECURITY LIFE INSURAN							
	I-202602042565	FEB26 VISION INS BEN	R	2/05/2026	3.08		316452		
	I-ECB202512302365	VISION EMP CHILD BEFORE TAX	R	2/05/2026	23.50		316452		
	I-ECB202601072387	VISION EMP CHILD BEFORE TAX	R	2/05/2026	23.50		316452		
	I-ECB202601142428	VISION EMP CHILD BEFORE TAX	R	2/05/2026	23.50		316452		
	I-ECB202601212490	VISION EMP CHILD BEFORE TAX	R	2/05/2026	23.50		316452		
	I-EEB202512302365	VISION EE BEFORE TAX	R	2/05/2026	89.68		316452		
	I-EEB202601072387	VISION EE BEFORE TAX	R	2/05/2026	89.68		316452		
	I-EEB202601142428	VISION EE BEFORE TAX	R	2/05/2026	89.68		316452		
	I-EEB202601212490	VISION EE BEFORE TAX	R	2/05/2026	89.68		316452		
	I-EFB202512302365	VISION EMP FAMILY BEFORE TAX	R	2/05/2026	79.35		316452		
	I-EFB202601072387	VISION EMP FAMILY BEFORE TAX	R	2/05/2026	79.35		316452		
	I-EFB202601142428	VISION EMP FAMILY BEFORE TAX	R	2/05/2026	79.35		316452		
	I-EFB202601212490	VISION EMP FAMILY BEFORE TAX	R	2/05/2026	79.35		316452		
	I-ESB202512302365	VISION EMP SPOUSE BEFORE TAX	R	2/05/2026	24.53		316452		
	I-ESB202601072387	VISION EMP SPOUSE BEFORE TAX	R	2/05/2026	24.53		316452		
	I-ESB202601142428	VISION EMP SPOUSE BEFORE TAX	R	2/05/2026	24.53		316452		
	I-ESB202601212490	VISION EMP SPOUSE BEFORE TAX	R	2/05/2026	24.53		316452		871.32
6099		FLORIDA COMBINED LIFE							
	I-202602042564	FEB26 COBRA DENTAL INS PREM	R	2/05/2026	30.34		316454		30.34
0010		AFLAC							
	C-202602042560	JAN26 INS BENEFITS	R	2/05/2026	1.00CR		316455		
	I-LF1202512302365	AFLAC PRETAX	R	2/05/2026	847.55		316455		
	I-LF1202601072387	AFLAC PRETAX	R	2/05/2026	847.55		316455		
	I-LF1202601142428	AFLAC PRETAX	R	2/05/2026	847.55		316455		
	I-LF1202601212490	AFLAC PRETAX	R	2/05/2026	847.55		316455		
	I-LF2202512302365	AFLAC AFTER TAX	R	2/05/2026	436.03		316455		
	I-LF2202601072387	AFLAC AFTER TAX	R	2/05/2026	436.03		316455		
	I-LF2202601142428	AFLAC AFTER TAX	R	2/05/2026	436.03		316455		
	I-LF2202601212490	AFLAC AFTER TAX	R	2/05/2026	436.03		316455		5,133.32
0011		COLONIAL SUPPLEMENTAL INS							
	I-LF4202512302365	E9599903	R	2/05/2026	4.38		316456		
	I-LF4202601072387	E9599903	R	2/05/2026	4.38		316456		
	I-LF4202601142428	E9599903	R	2/05/2026	4.38		316456		
	I-LF4202601212490	E9599903	R	2/05/2026	4.38		316456		17.52

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4873		FIDELITY SECURITY LIFE INSURAN							
	I-202602042563	FEB26 VISION INS BEN	R	2/05/2026	163.14		316457		163.14
6099		FLORIDA COMBINED LIFE							
	I-202602042562	FEB26 BOCC DENTAL INS PREM	R	2/05/2026	8,069.58		316458		
	I-DCH202512302365	DENTAL CHILD HIGH	R	2/05/2026	126.36		316458		
	I-DCH202601072387	DENTAL CHILD HIGH	R	2/05/2026	126.36		316458		
	I-DCH202601142428	DENTAL CHILD HIGH	R	2/05/2026	126.36		316458		
	I-DCH202601212490	DENTAL CHILD HIGH	R	2/05/2026	126.36		316458		
	I-DCL202512302365	DENTAL CHILD LOW	R	2/05/2026	99.72		316458		
	I-DCL202601072387	DENTAL CHILD LOW	R	2/05/2026	99.72		316458		
	I-DCL202601142428	DENTAL CHILD LOW	R	2/05/2026	99.72		316458		
	I-DCL202601212490	DENTAL CHILD LOW	R	2/05/2026	99.72		316458		
	I-DEH202512302365	DENTAL EMP HIGH	R	2/05/2026	554.07		316458		
	I-DEH202601072387	DENTAL EMP HIGH	R	2/05/2026	554.07		316458		
	I-DEH202601142428	DENTAL EMP HIGH	R	2/05/2026	554.07		316458		
	I-DEH202601212490	DENTAL EMP HIGH	R	2/05/2026	554.07		316458		
	I-DEL202512302365	DENTAL EMP LOW	R	2/05/2026	166.86		316458		
	I-DEL202601072387	DENTAL EMP LOW	R	2/05/2026	160.68		316458		
	I-DEL202601142428	DENTAL EMP LOW	R	2/05/2026	111.24		316458		
	I-DEL202601212490	DENTAL EMP LOW	R	2/05/2026	160.68		316458		
	I-DFH202512302365	DENTAL FAMILY HIGH	R	2/05/2026	553.66		316458		
	I-DFH202601072387	DENTAL FAMILY HIGH	R	2/05/2026	553.66		316458		
	I-DFH202601142428	DENTAL FAMILY HIGH	R	2/05/2026	553.66		316458		
	I-DFH202601212490	DENTAL FAMILY HIGH	R	2/05/2026	553.66		316458		
	I-DFL202512302365	DENTAL FAM LOW	R	2/05/2026	92.72		316458		
	I-DFL202601072387	DENTAL FAM LOW	R	2/05/2026	92.72		316458		
	I-DFL202601142428	DENTAL FAM LOW	R	2/05/2026	92.72		316458		
	I-DFL202601212490	DENTAL FAM LOW	R	2/05/2026	92.72		316458		
	I-DSH202512302365	DENTAL SPOUSE HIGH	R	2/05/2026	250.88		316458		
	I-DSH202601072387	DENTAL SPOUSE HIGH	R	2/05/2026	250.88		316458		
	I-DSH202601142428	DENTAL SPOUSE HIGH	R	2/05/2026	250.88		316458		
	I-DSH202601212490	DENTAL SPOUSE HIGH	R	2/05/2026	250.88		316458		
	I-DSL202512302365	DENTAL SPOUSE LOW	R	2/05/2026	51.12		316458		
	I-DSL202601072387	DENTAL SPOUSE LOW	R	2/05/2026	51.12		316458		
	I-DSL202601142428	DENTAL SPOUSE LOW	R	2/05/2026	51.12		316458		
	I-DSL202601212490	DENTAL SPOUSE LOW	R	2/05/2026	51.12		316458		15,583.16
0009		LEGALSHIELD							
	C-202602042559	JAN26 PREPAID LEGAL SRVS	R	2/05/2026	0.12CR		316461		
	I-LEG202512302365	PREPAID LEGAL	R	2/05/2026	47.38		316461		
	I-LEG202601072387	PREPAID LEGAL	R	2/05/2026	47.38		316461		
	I-LEG202601142428	PREPAID LEGAL	R	2/05/2026	47.38		316461		
	I-LEG202601212490	PREPAID LEGAL	R	2/05/2026	47.38		316461		189.40

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5130		PETTY CASH							
	I-COK202512302365	COKE FUND DEDUCTIONS	R	2/05/2026	155.00		316462		
	I-COK202601072387	COKE FUND DEDUCTIONS	R	2/05/2026	152.00		316462		
	I-COK202601142428	COKE FUND DEDUCTIONS	R	2/05/2026	152.00		316462		
	I-COK202601212490	COKE FUND DEDUCTIONS	R	2/05/2026	150.00		316462		
	I-COK202601302534	COKE FUND DEDUCTIONS	R	2/05/2026	154.00		316462		763.00
5965		RICCO WASHBURN ESQ							
	I-G16202601212490	CASE #2018CC045	R	2/05/2026	100.00		316463		100.00
5965		RICCO WASHBURN ESQ							
	I-G16202601302534	CASE #2018CC045	R	2/05/2026	100.00		316464		100.00
4983		WASHINGTON NATIONAL INS CO							
	C-202602042561	JAN26 INS BENEFITS	R	2/05/2026	0.20CR		316465		
	I-LF8202512302365	WASHINGTON NATIONAL INSURANCE	R	2/05/2026	618.62		316465		
	I-LF8202601072387	WASHINGTON NATIONAL INSURANCE	R	2/05/2026	618.62		316465		
	I-LF8202601142428	WASHINGTON NATIONAL INSURANCE	R	2/05/2026	618.62		316465		
	I-LF8202601212490	WASHINGTON NATIONAL INSURANCE	R	2/05/2026	618.62		316465		2,474.28
0012		LIBERTY NATIONAL							
	I-LF5202512042258	LIBERTY NATIONAL/BEFORE TAX	V	2/10/2026	631.61		316472		
	I-LF5202512102292	LIBERTY NATIONAL/BEFORE TAX	V	2/10/2026	631.61		316472		
	I-LF5202512172313	LIBERTY NATIONAL/BEFORE TAX	V	2/10/2026	631.61		316472		
	I-LF5202512232350	LIBERTY NATIONAL/BEFORE TAX	V	2/10/2026	631.61		316472		
	I-LF5202512302365	LIBERTY NATIONAL/BEFORE TAX	V	2/10/2026	631.61		316472		
	I-LF5202601072387	LIBERTY NATIONAL/BEFORE TAX	V	2/10/2026	631.61		316472		
	I-LF5202601142428	LIBERTY NATIONAL/BEFORE TAX	V	2/10/2026	631.61		316472		
	I-LF5202601212490	LIBERTY NATIONAL/BEFORE TAX	V	2/10/2026	631.61		316472		
	I-LF5202602042570	LIBERTY NATIONAL/BEFORE TAX	V	2/10/2026	631.61		316472		
	I-LF6202512042258	LIBERTY NATIONAL/AFTER TAX	V	2/10/2026	239.33		316472		
	I-LF6202512102292	LIBERTY NATIONAL/AFTER TAX	V	2/10/2026	239.33		316472		
	I-LF6202512172313	LIBERTY NATIONAL/AFTER TAX	V	2/10/2026	239.33		316472		
	I-LF6202512232350	LIBERTY NATIONAL/AFTER TAX	V	2/10/2026	239.33		316472		
	I-LF6202512302365	LIBERTY NATIONAL/AFTER TAX	V	2/10/2026	239.33		316472		
	I-LF6202601072387	LIBERTY NATIONAL/AFTER TAX	V	2/10/2026	239.33		316472		
	I-LF6202601142428	LIBERTY NATIONAL/AFTER TAX	V	2/10/2026	239.33		316472		
	I-LF6202601212490	LIBERTY NATIONAL/AFTER TAX	V	2/10/2026	239.33		316472		
	I-LF6202602042570	LIBERTY NATIONAL/AFTER TAX	V	2/10/2026	239.33		316472		7,838.46
0012		LIBERTY NATIONAL							
	M-CHECK	LIBERTY NATIONAL VOIDED	V	2/10/2026			316472		7,838.46CR

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DATE RANGE: 1/27/2026 THRU 2/24/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0012		LIBERTY NATIONAL							
	I-LF5202512042258	LIBERTY NATIONAL/BEFORE TAX	R	2/10/2026	Reissue		316474		
	I-LF5202512102292	LIBERTY NATIONAL/BEFORE TAX	R	2/10/2026	Reissue		316474		
	I-LF5202512172313	LIBERTY NATIONAL/BEFORE TAX	R	2/10/2026	Reissue		316474		
	I-LF5202512232350	LIBERTY NATIONAL/BEFORE TAX	R	2/10/2026	Reissue		316474		
	I-LF5202512302365	LIBERTY NATIONAL/BEFORE TAX	R	2/10/2026	Reissue		316474		
	I-LF5202601072387	LIBERTY NATIONAL/BEFORE TAX	R	2/10/2026	Reissue		316474		
	I-LF5202601142428	LIBERTY NATIONAL/BEFORE TAX	R	2/10/2026	Reissue		316474		
	I-LF5202601212490	LIBERTY NATIONAL/BEFORE TAX	R	2/10/2026	Reissue		316474		
	I-LF6202512042258	LIBERTY NATIONAL/AFTER TAX	R	2/10/2026	Reissue		316474		
	I-LF6202512102292	LIBERTY NATIONAL/AFTER TAX	R	2/10/2026	Reissue		316474		
	I-LF6202512172313	LIBERTY NATIONAL/AFTER TAX	R	2/10/2026	Reissue		316474		
	I-LF6202512232350	LIBERTY NATIONAL/AFTER TAX	R	2/10/2026	Reissue		316474		
	I-LF6202512302365	LIBERTY NATIONAL/AFTER TAX	R	2/10/2026	Reissue		316474		
	I-LF6202601072387	LIBERTY NATIONAL/AFTER TAX	R	2/10/2026	Reissue		316474		
	I-LF6202601142428	LIBERTY NATIONAL/AFTER TAX	R	2/10/2026	Reissue		316474		
	I-LF6202601212490	LIBERTY NATIONAL/AFTER TAX	R	2/10/2026	Reissue		316474		6,967.52
5965		RICCO WASHBURN ESQ							
	I-G16202602042570	CASE #2018CC045	R	2/12/2026	100.00		316476		100.00
6270		USABLE LIFE							
	I-202602112605	FEB26 RETIREE	R	2/12/2026	255.81		316477		255.81
6270		USABLE LIFE							
	C-202602112609	JAN26	R	2/12/2026	209.63CR		316478		
	I-L11202512302365	EMPLOYEE PAID LIFE INS AFT TAX	R	2/12/2026	826.06		316478		
	I-L11202601072387	EMPLOYEE PAID LIFE INS AFT TAX	R	2/12/2026	835.06		316478		
	I-L11202601142428	EMPLOYEE PAID LIFE INS AFT TAX	R	2/12/2026	827.56		316478		
	I-L11202601212490	EMPLOYEE PAID LIFE INS AFT TAX	R	2/12/2026	827.56		316478		
	I-LSI202512302365	COUNTY PAID LIFE INSURANCE	R	2/12/2026	633.80		316478		
	I-LSI202601072387	COUNTY PAID LIFE INSURANCE	R	2/12/2026	629.19		316478		
	I-LSI202601142428	COUNTY PAID LIFE INSURANCE	R	2/12/2026	613.62		316478		
	I-LSI202601212490	COUNTY PAID LIFE INSURANCE	R	2/12/2026	643.70		316478		
	I-LSI202601302534	COUNTY PAID LIFE INSURANCE	R	2/12/2026	3.39		316478		5,630.31
5965		RICCO WASHBURN ESQ							
	I-G16202602112610	CASE #2018CC045	R	2/19/2026	100.00		316565		100.00

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 1/27/2026 THRU 2/24/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	16		39,350.06	0.00	38,479.12
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	29		1,089,421.17	0.00	1,089,421.17
EFT:	0		0.00	0.00	0.00
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	1	VOID DEBITS	6,967.52		
		VOID CREDITS	7,838.46CR	870.94CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: PYBK TOTALS:	46	1,127,900.29	0.00	1,127,900.29
BANK: PYBK TOTALS:	46	1,127,900.29	0.00	1,127,900.29

VENDOR SET: 01 Desoto County
BANK: SHIP LOCAL HOUSING/ SHIP ACCT
DATE RANGE: 1/27/2026 THRU 2/24/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3064		WHITE SANDS CONSTRUCTION, INC							
	I-406	MEDINA 1ST DRAW	R	2/05/2026	38,000.00		001814		38,000.00
3064		WHITE SANDS CONSTRUCTION, INC							
	I-407	MEDINA 2ND DRAW	R	2/05/2026	38,000.00		001815		38,000.00
4899		NADIA DAUGHTREY, CLERK OF COUR							
	I-202602102584	S& B HERNANDEZ RECORDING FEES	R	2/12/2026	10.00		001816		10.00
3324		PEACE RIVER SHOPPER							
	I-228154A	SOCIAL SERVICES	R	2/12/2026	259.00		001817		259.00
3203		RD WELCH COMPANY							
	I-251549	CAMPBELL 3RD DRAW	E	2/06/2026	20,389.70		007274		20,389.70
3203		RD WELCH COMPANY							
	I-251554	ESSEX DR - REHAB HHRP	E	2/20/2026	20,396.08		007320		
	I-251555	ESSEX DR - REHAB HHRP	E	2/20/2026	10,198.03		007320		30,594.11

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	4			76,269.00	0.00	76,269.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	2			50,983.81	0.00	50,983.81
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: SHIP TOTALS:	6	127,252.81	0.00	127,252.81
BANK: SHIP TOTALS:	6	127,252.81	0.00	127,252.81

VENDOR SET: 01 Desoto County
BANK: U-CAP UTILITIES CAPITAL-CONSOL
DATE RANGE: 1/27/2026 THRU 2/24/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6315		ACCURATE DRILLING SYSTEMS, INC							
	I-1	25-17-00ITB	R	1/29/2026	622,392.98		000548		622,392.98
2643		KIMLEY-HORN & ASSOCIATES, INC.							
	I-0484390201225	048439020	R	2/05/2026	2,268.00		000549		2,268.00
2643		KIMLEY-HORN & ASSOCIATES, INC.							
	I-34065568	048439022.1	R	2/05/2026	8,500.00		000550		8,500.00
2643		KIMLEY-HORN & ASSOCIATES, INC.							
	I-34443585	048439022.1	R	2/05/2026	4,000.00		000551		4,000.00
6315		ACCURATE DRILLING SYSTEMS, INC							
	I-2	25-17-00ITB	R	2/19/2026	189,277.52		000552		189,277.52
4236		THE WEILER ENGINEERING CORPOR							
	I-3554	24052.008	E	2/06/2026	16,895.00		007275		16,895.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	5			826,438.50	0.00	826,438.50
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	1			16,895.00	0.00	16,895.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: U-CAP TOTALS:	6	843,333.50	0.00	843,333.50
BANK: U-CAP TOTALS:	6	843,333.50	0.00	843,333.50
REPORT TOTALS:	448	6,015,600.40	0.00	6,015,600.40

SELECTION CRITERIA

VENDOR SET: 01-DESOTO COUNTY
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 1/27/2026 THRU 2/24/2026
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

DeSoto County

3/10/2026

Item #: 8.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Choose an item.

DEPARTMENT: Engineering
SUBMITTED BY: **Jill Kersey**
PRESENTED BY: **Michael Giardullo**

TITLE & DESCRIPTION:
Request for Congestion Management Funding - US 17 at CR 760/SW Welles Avenue

REQUESTED MOTION:
To approve the Congestion Management request letter and authorize the County Administrator to sign the grant application materials.

SUMMARY:
On an annual basis, the Florida Department of Transportation (FDOT) allows Heartland counties to submit funding applications through the Heartland Regional Transportation Planning Organization (HRTPO). Applications are due by March 31, 2026. Once received, the HRTPO will prioritize projects for FDOT review and potential inclusion in FDOT's Five-Year Work Program.

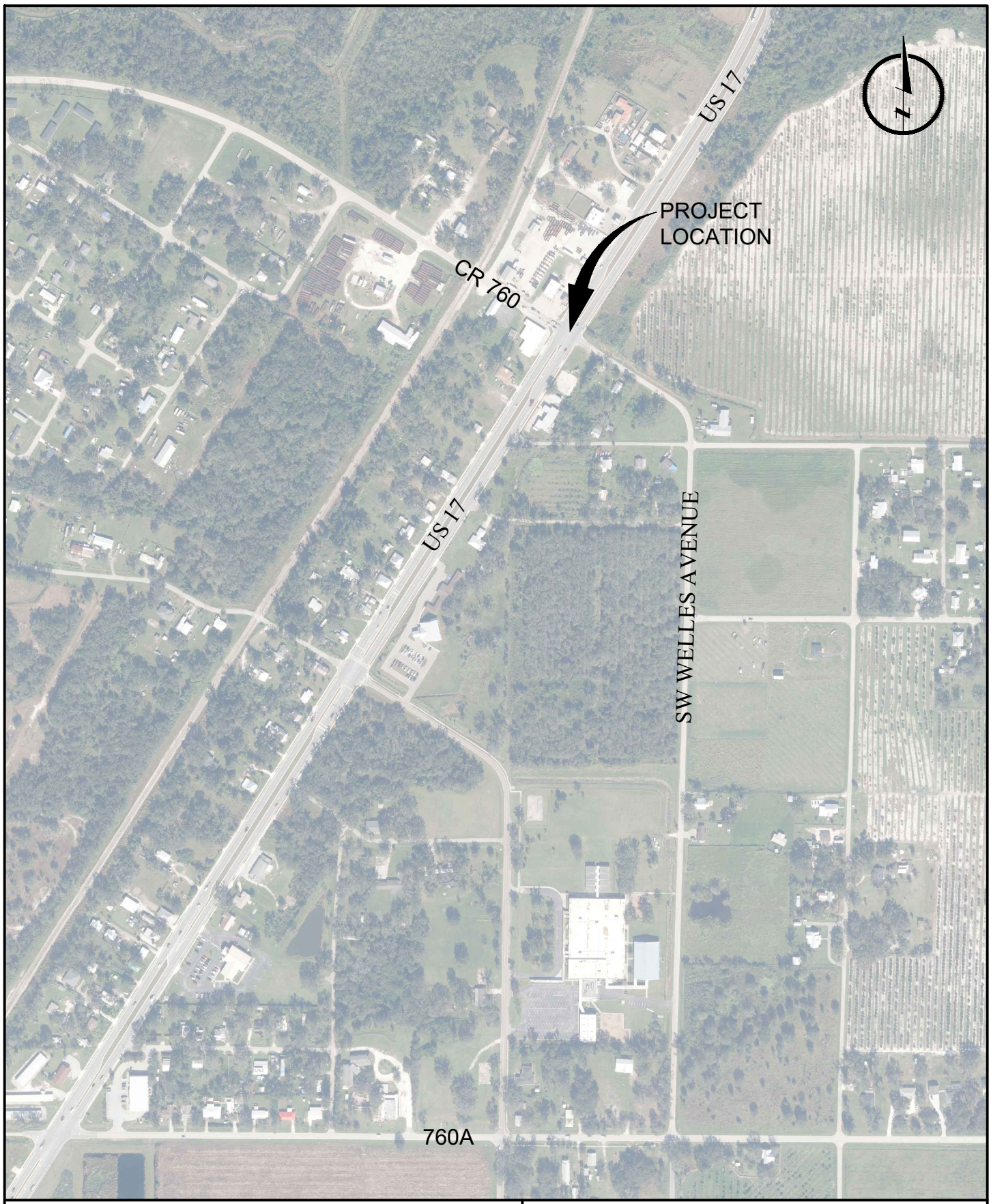
Congestion Management System (CMS) funding supports projects that improve traffic operations and safety by reducing travel demand or implementing operational improvements. These projects typically enhance travel conditions through low-cost strategies that can be implemented within a relatively short time frame (5-10 years), compared to traditional capacity improvements such as adding travel lanes.

The US 17 (SR 35) and CR 760/SW Welles Avenue intersection was identified in FDOT's 2022 Intersection Control Evaluation (ICE) as needing intersection control improvements based on safety and congestion analyses. This report identified the need for a signal and recommended a roundabout. Signalization is being requested due to its lower cost, reduced right-of-way acquisition requirements, and shorter implementation timeframe.

BACKGROUND:
Click or tap here to enter text.

FUNDS:

Budget Amount: Click or tap here to enter text.
Actual Agenda Item: Click or tap here to enter text.
Cost: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Explanation: Click or tap here to enter text.



DESOTO COUNTY
ENGINEERING DEPARTMENT

201 EAST OAK STREET, SUITE 201
ARCADIA, FLORIDA 34266 OFFICE
863-491-6165 FAX
863-491-6163

CMS-1 US 17 (SR 35) AT CR 760/SW WELLES AVENUE SIGNALIZATION PROJECT

DATE:	SCALE:	SHEET
2-24-2026	1" = 500'	1 OF 1

DeSoto County

Board of County Commissioners
201 East Oak Street, Suite 201
Arcadia, Florida 34266
(863) 993-4800
(863) 993-4809 fax
www.desotobocc.com

March 10, 2026

Marybeth Soderstrom
Staff Services Director
Heartland Regional Transportation Planning Organization
555 E Church Street
Bartow, FL 33830

Re: Request for Congestion Management Funding
US 17 at CR 760/SW Welles Avenue Signalization Project

Dear Ms. Soderstrom,

Please accept this letter as the DeSoto County Board of County Commissioners (BOCC) request for Congestion Management Funding. The BOCC appreciates our cooperative relationships with the Heartland Regional Transportation Planning Organization (HRTPO) and the Florida Department of Transportation (FDOT) in assisting in meeting the transportation needs of our residents, businesses, and tourists. As you know, DeSoto County is a diverse agricultural community and a designated Rural Area of Opportunity. The BOCC respectfully requests the priority projects identified below be funded without any county match.

Congestion Management (CMS) provides a transportation-funding program to improve traffic operations and safety by using strategies to reduce travel demand or implement operational improvements which can be implemented in a relatively short timeframe. This project has been identified in the FDOT's 2022 ICE Analysis as requiring intersection control. This project is a needed congestion and safety improvement and will have local and regional impacts.

1. **US 17 (SR 35) at CR 760/SW Welles Avenue Signalization Project.** The attached Map CMS-1 displays the location of this priority project.

In summation, the BOCC respectfully requests this important project be considered for funding and inclusion in the FDOT Five-Year Work Program and HRTPO Transportation Improvement Plan.

Thank you for your continued cooperation with DeSoto County. If you need additional information regarding this listing, please contact Michael Giardullo, P.E. County Engineer at (863) 491-7543.

Sincerely,

Steve Hickox, Chairman
DeSoto County Board of Commissioners

DeSoto County

3/10/2026

Item #: 9.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Contract

DEPARTMENT: Engineering
SUBMITTED BY: **Megan Deuchar**
PRESENTED BY: **Michael Giardullo**

TITLE & DESCRIPTION:
Contract Award / FDOT LAP Sidewalk Construction Services for C.R. 760A / Blacktip Services, Incorporated

REQUESTED MOTION:
Approve the Contract with Blacktip Services, Incorporated, for the FDOT Local Agency Program Sidewalk Construction Services for County Road 760A.

SUMMARY:
Staff recommends approval of a Contract with Blacktip Services, Incorporated, for construction services under the FDOT Local Agency Program (LAP) for sidewalk improvements along County Road 760A.

BACKGROUND:
DeSoto County received FDOT Local Agency Program (LAP) funding for the construction of sidewalk improvements along C.R. 760A (FP No. 442022-1-58-01, FDOT Contract No. G3705). An Invitation to Bid (Bid No. 26-06-00ITB) was released on November 11, 2025. Eight (8) bids were received. Blacktip Services, Incorporated was determined to be the lowest responsive, responsible bidder. The bid submitted by Blacktip Services, Incorporated is in the amount of $273,985.50. Staff recommends award to Blacktip Services, Incorporated as the lowest responsive, responsible bidder.

FUNDS:
Budget Amount: **$486,226.00**
Actual Agenda Item: **$273,985.50**
Cost: **$273,985.50**
Account Number: **304-60555416300022**
Explanation: **FDOT Reimbursement**

CONTRACT FOR PROFESSIONAL AND TECHNICAL CONTRACTOR SERVICES

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

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

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

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

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

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

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

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

hereinafter contained, the parties hereto agree as follows:

SECTION 1. INCORPORATION BY REFERENCE AND ENTIRE CONTRACT.

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

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

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

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

SECTION 2. EMPLOYMENT OF CONTRACTOR.

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

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

SECTION 3. THE COUNTY'S RESPONSIBILITY.

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

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

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

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

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

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

SECTION 4. TIME OF PERFORMANCE.

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

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

SECTION 5. COMPENSATION.

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

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

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

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

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

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

SECTION 6. DOCUMENTS.

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

SECTION 7. GENERAL CONSIDERATIONS.

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

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

Contract for breach.

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

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

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

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

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

SECTION 8. PROHIBITION AGAINST CONTINGENCY FEES.

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

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

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

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

SECTION 10. INSURANCE.

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

1. **WORKERS' COMPENSATION:**

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

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

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

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

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

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

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

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

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

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

SECTION 11. TERMINATION FOR DEFAULT

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

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

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

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

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

SECTION 12: TERMINATION FOR CONVENIENCE

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

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

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

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

The COUNTY shall pay the CONTRACTOR under following conditions:

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

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

SECTION 13: DISPUTES

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

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

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

SECTION 14. CONTROLLING LAW.

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

SECTION 15. SUCCESSORS AND ASSIGNS.

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

SECTION 16. INDEMNIFICATION OF THE COUNTY.

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

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

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

SECTION 17. INDEPENDENT CONTRACTOR.

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

SECTION 18. NOTICES.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Contract as of the _____ of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

By: _____
Mandy J. Hines
County Administrator

By: _____
Steve Hickox
Chairman

BOCC Approved: _____

Approved as to form and
Legal sufficiency:

_____
Valerie Vicente
County Attorney

Date: _____

WITNESSES:

_____

_____

BLACKTIP SERVICES, INCORPORATED

By: _____

Printed Name: _____

Title: _____

DESOTO COUNTY
GENERAL CONDITIONS

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

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

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

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

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

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

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

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

EXHIBIT A

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

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

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

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

9. Buy America and Foreign Contractor and Supplier Restriction:

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

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

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

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

(a) Each Change Order shall be reviewed to ensure that the cost and pricing data submitted for evaluation of the Change Orders is based on current accurate and complete data supported by their books and records.

(b) Where the work involved is covered by unit prices contained in the Scope of Work, by application of unit prices to the quantities of items involved.

(c) By negotiated lump sum.

(d) The actual cost of labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit are to be negotiated.

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

11. Conflict of Interest: Neither the County nor any of its contractors or their subcontractors shall enter into any Contract, subcontract or arrangement in connections with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the County or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or has acquired prior to the beginning of tenure any such interest, and if such interest 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.

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

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

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

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

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

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

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

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

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

HIGHWAY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	· Executive Order 14026 generally applies to the contract. · The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	· Executive Order 13658 generally applies to the contract. · The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

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

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

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

Modification Number	Publication Date
0	01/03/2025

SUFL2022-007 06/27/2024

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

Aggregate, and Concrete).....$ 16.51 ** 0.00

OPERATOR: Roller.....$ 15.38 ** 0.00

OPERATOR: Screed.....$ 18.29 0.00

TRAFFIC CONTROL PERSON.....$ 15.00 ** 0.64

TRUCK DRIVER: Dump Truck.....$ 15.89 ** 3.75

TRUCK DRIVER: Lowboy Truck.....$ 20.99 0.95

TRUCK DRIVER: Water Truck.....$ 17.87 0.00

TRUCK DRIVER: Distributor Truck……..$ 19.84 0.00

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

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

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

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

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

Union Rate Identifiers

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

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

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

Union Average Rate Identifiers

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

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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

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

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

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

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

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

(h) Is the project located in an area that will require daily Mobilization/Demobilization cost, thus causing an increase in price?

(i) Are contractors in the vicinity of the project overloaded with work, thus increasing the cost of a project?

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

18. Equal Employment Opportunity

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

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

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

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

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

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

(1) Conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

(2) Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.

(3) Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.

(4) Investigate all complaints of alleged discrimination made in connection with obligations under this Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action must include such other persons. Upon completion of each investigation inform every

complainant of all of the avenues of appeal.

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

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

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

(2) The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on Unions as a source of their work force).

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

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

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

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

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

(2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

(4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

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

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

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

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

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

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

22. E-Verify: Vendors/Contractor:

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

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

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

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

26. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof, a third-party beneficiary under this Contract, or to authorize anyone not a part to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The Contractor guarantees the payment of all just claims for material, supplies, tool, or labor or other just claims against the Contractor or any subcontractor, in connection with this Contract.

b. To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment in connection with the rights granted to or exercised by Contractor hereunder, to the extent and within the limitation of Section 768.28 Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Contractor to indemnify the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

$50,000.00 - $100.00 per calendar day.
$50,000.00 to $500,000.00 - $250.00 per calendar day.
$500,000.00 to 1 Million - $500.00 per calendar day.
Over 1 Million - $1,000.00 per calendar day.

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

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

of the Contract Time including granted time extension.

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

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

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

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

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

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

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

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

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

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

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

- **A) Taxes:** DeSoto County does not pay Federal excise and State sales taxes.
- **B) Mistakes:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

C) **Condition:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at time of this bid).

D) **Safety:** Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards hereunder.

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

Partial Payments

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

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

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

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

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

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

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

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

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

Action;

(b) Comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major supplies, through the Internet based Equal Opportunity Report System;

(c) Comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts; and

(d) Comply with or make a good faith effort to meet On-The-Job Training goals.

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

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

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

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

Partial Payments for Delivery of Certain Materials:

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

The following conditions apply to all payments for stockpiled material:

(1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

(2) The stockpiled material must be approved as meeting applicable specifications.

(3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

(4) The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

(5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

(6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

Partial Payment Amounts: The following partial payment restrictions apply:

(1) Partial payments less than $5,000 for any one month will not be processed.

(2) Partial payments for structural steel and precast pre-stressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid prices of the item in which the material is to be used.

(3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations being excepted when a construction sequence designated by the County requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The materials conform with the requirements of the plans and specifications.

(b) The material is supported by a paid invoice or a receipt for delivery of materials. If supported by a receipt of delivery of materials, the Contractor must furnish the paid invoice within a reasonable time after receiving payment from the County; and

(c) The quantity of a stockpiled material eligible for Federal participation in any case shall not exceed the total estimated quantity required to complete the Work. The value of the stockpiled material shall not exceed the appropriate portion of the value of the Contract item or items in which such materials are to be incorporated.

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

55. Suspensions of Work ordered by the Engineer:

(a) If the performance of all or any portion of the Work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the Notice to Resume Work. The request shall set for the reasons and support for such adjustment.

(b) Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspensions and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or Subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Contractor will be notified on the Engineer's determination whether or not an adjustment of the Contract is warranted.

(c) No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

(d) No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this Contract.

Significant Changes in the Character of Work.

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

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

(b) If the alterations or changes in quantities significantly change the character of the Work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the Work or by affecting other work cause such other work to become significantly different in character, and adjustment, excluding anticipated profit, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made whether for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

(c) If the alterations or changes in quantities do not significantly change the character of the Work to be performed under the Contract, the altered Work will be paid for as provided elsewhere in the Contract.

(d) The term "significant change" shall be construed to apply only to the following circumstances:

(1) When the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(2) When a major item of work, as defined elsewhere in the Contract, is increased in excess of 125 percent or deceased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original Contract item quantity, or in case of a decrease below 7 percent, to the actual amount of work performed.

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

- The County has determined that such cancellation will be in the best interest of the County to cancel the Contract for its own convenience.

- Funds are not available to cover the cost of the services. The County's obligation is contingent upon the availability of appropriate funds.

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

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

The County shall pay the Contractor under following conditions:

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

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

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

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

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

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

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

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

The approximate anticipated schedule for this project is as follows:

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

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

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SPECIAL CONDITIONS

1. INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION:

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

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:

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

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

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

EVIDENCE OF INSURANCE:

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

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

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

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

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

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

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

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

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

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

7. **CONTRACTOR AND COUNTY DEFINED**.

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

8. **CONTRACTOR OBLIGATIONS**.

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

9. **ADDITIONAL INFORMATION**.

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

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

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BID PROPOSAL FORM

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

FID # 442022-1-58-01

Bid No. 26-06-00ITB

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

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

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

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

BIDDER acknowledges receipt of the following ADDENDA:

Number 1, dated 12/5/2025

Number 2, dated 12/9/2025

Number _____, dated _____

Number _____, dated _____

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

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

EXHIBIT B

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

Addendum #1 dated this 5th day of December 2025.

Cindy Talamantez

Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidder's Receipt of Addendum #1 by:

Signature: _____

Company: Blacktip Services, Incorporated

Date: 12/9/2025

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

Addendum #2 dated this 9th day of December 2025.

Cindy Talamantez

Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidder's Receipt of Addendum #2 by:

Signature: _____

Company: Blacktip Services, Incorporated

Date: 12/12/2025

DESOTO COUNTY

Bid No. 26-06-00ITB

FEDERALLY FUNDED LOCAL AGENCY PROGRAM SIDEWALK CONSTRUCTION SERVICES FOR C.R. 760A

FINANCIAL PROJECT #. 442022-1-58-01

BID FORM

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

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

C.R. 760A SIDEWALK BASE BID:

Write out Grand Total Amount:

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

Company Name: Blacktip Services, Incoporated

Contact Name: Gina Spencer

Address: 52 Riley Rd 422

City & State: Celebration, FL 34747

Phone: 407-574-5033

Fax: 321-285-2995

E-mail: blacktipemail@yahoo.com

SIGNATURE:

DATE: 12/12/2025

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

QUALIFICATIONS STATEMENT

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

SUBMITTED BY: Gina Spencer
NAME: Blacktip Services, Incorporated
ADDRESS: 52 Riley Rd 422, Celebration, FL 34747
PRINCIPAL OFFICE: 52 Riley Rd 422, Celebration, FL 34747

CIRCLE ONE

Corporation
Partnership
Individual
Joint Venture
Other

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: Blacktip Services, Incorporation

The address of the principal place of business is: 52 Riley Rd 422, Celebration, FL 34747

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

a. Date of Incorporation: January 1, 2011

b. State of Incorporation: Florida

c. President's name: Gina Spencer

d. Vice President's name: None

e. Secretary's name: None

f. Treasurer: None

g. Name and address of Resident Agent: Tripp Scott, PA - Christine Yates, Esq.

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

a. Date of organization: N/A

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

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

N/A

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

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

15 years

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

None

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

Florida Department of Transportation Pre-Qualified Contractor - F274431832

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

Yes ✓ No _____

9. Did you attend the Pre-Proposal Conference? Yes _____ No ✓

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

No, none

11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

No, none

12. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

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

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

Robert Walker - Operations

James Johnson - Project Management

Dusty Baumgarten - Field Superintendent

Kayla Allen - Office Manager

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

James Johnson

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

SIGNATURE

State of Florida
County of Osceola

On this the 12th day of December, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared Gina Spencer and
(Name(s) of individual(s) who appeared before Notary)
whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

KAYLA ALLEN
Notary Public-State of Florida
Commission # HH 476082
My Commission Expires
January 14, 2028

✓ Personally known to me, or

_____ Produced identification:

_____

✓ DID take the oath, or

_____ DID NOT take the oath.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 29,2025

BLACKTIP SERVICES INCORPORATED
52 RILEY RD
CELEBRATION, FLORIDA 34747

RE: CERTIFICATE OF QUALIFICATION

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

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

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

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

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

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

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

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

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

HOLD HARMLESS

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

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

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

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

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

____ **Partnership** ✓ **Corporation**

Name of Bidding Firm:

Blacktip Services, Incorporated

Mailing Address:

52 Riley Rd 422, Celebration, FL 34747

Location Address:

52 Riley Rd 422

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

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

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

Signature of person authorized to bind the Company:

Date: 12/12/2025

DRUG FREE WORKPLACE FORM

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

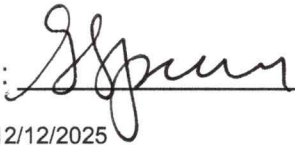
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature: 

Dated: 12/12/2025

DESOTO COUNTY
CONTRACTOR/CONSULTANT/VENDOR
E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Osceola

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

1. I make this affidavit on personal knowledge.

2. I am over the age of 18 years and otherwise confident to make this Affidavit.

3. I am the President of Blacktip Services, Incorporated (the "Contractor/Consultant/Vendor").

4. I am authorized by Blacktip Services, Incorporated to make this Affidavit on behalf of Contractor/Consultant/Vendor.

5. Contractor/Consultant/Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.

6. Contractor/Consultant/Vendor acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.

7. Contractor/Consultant/Vendor is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.

8. Contractor/Consultant/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with DeSoto County.

9. Contractor/Consultant/Vendor's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.

10. Contractor/Consultant/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.

11. Neither the Contractor/Consultant/Vendor, nor any subcontractor of Contractor/Consultant/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.

12. If the Contractor/Consultant/Vendor, or any subcontractor of Contractor/Consultant/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with DeSoto County, it shall provide immediate notice thereof to DeSoto County.

Signature of Affiant
on behalf of Contractor/Vendor

By: Gina Spencer

As its: President

Dated: 12/12/2025

STATE OF Florida

COUNTY OF Osceola

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

KAYLA ALLEN
Notary Public-State of Florida
Commission # HH 476082
My Commission Expires
January 14, 2028

Print Name: Kayla Allen

Notary Public of the State of Florida

My Commission Expires: 1/14/28

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

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

STATE OF Florida
COUNTY OF Osceola

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

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

   is 52 Riley Rd 422, Celebration, FL 34747

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

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

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendre.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

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

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

~~7. There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted vendor list. The name of the convicted person or affiliate is _____.~~

~~A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

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

_____
~~SIGNATURE~~

State of Florida
County of Osceola

On this the 12th day of December, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared Gina Spencer and
(Name(s) of individual(s) who appeared before Notary)
whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

KAYLA ALLEN
Notary Public-State of Florida
Commission # HH 476082
My Commission Expires
January 14, 2028

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

✓ Personally known to me, or

_____ Produced identification:

_____

✓ DID take the oath, or

_____ DID NOT take the oath.

CONFLICT OF INTEREST STATEMENT

(STATE OF FLORIDA ; COUNTY OF DESOTO)

Before me, the undersigned authority, personally appeared Gina Spencer, who was duly sworn, deposes, and states:

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

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

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

4 The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.

5 Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

6 Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

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

8 I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of DeSoto County.

9 I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with DeSoto County.

10 In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify DeSoto County in writing.

DATED this 12th day of December, 20 25.

_ (Affiant)

Gina Spencer — Typed Name of Affiant

President — Title

Sworn to and subscribed before me this 12th **day of** December, **20** 25.

Personally known ✓ _____

OR Produced identification _____ **Notary Public - State of** Florida

Kayla Allen

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

KAYLA ALLEN
Notary Public-State of Florida
Commission # HH 476082
My Commission Expires
January 14, 2028

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned, Blacktip Services, Incorporated as Principal, and Merchants National Bonding, Inc. as Surety, are hereby held and firmly bound unto DeSoto County Board of County Commissioners as OWNER in the penal sum of 5% of Bid *** FIVE PERCENT OF AMOUNT BID *** for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 12th day of December, 20 25.

The Condition of the above obligation is such that whereas the Principal has submitted to the DeSoto County Board of County Commissioners a certain BID, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the Federally Funded Local Agency Program Sidewalk Construction Services for C.R. 760A.

NOW, THEREFORE,

a. If said BID shall be rejected, or
b. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for all and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their proper officers, the day and year first set forth above.

Blacktip Services, Incorporated (L.S.) Merchants National Bonding, Inc.

Principal Surety

By: _____ Christine Morton, Attorney-in-Fact & FL Licensed Resident Agent
Inquiries: (407) 834-0022

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list and be authorized to transact business in the State of Florida.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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

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

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

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

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

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

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

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

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

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

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

By Larry Taylor

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

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

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

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

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

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

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

Fill in your FDOT Vendor Number
VF 274431832
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

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

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

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

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Blacktip Services, Incorporated
NAME OF FIRM

Sworn to and subscribed this 12th day of December, 20 25

By: Gina Spencer
President
Title

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATUS OF CONTRACTS ON HAND

375-021-40
CONTRACTS ADMINISRATION
11/14

Give full information about ***all*** of your contracts, whether prime or subcontracts;
whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.

1	2	3	4	5	6	7
TYPE OF WORK	**FDOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING**	**CONTRACT (OR SUBCONTRACT) AMOUNT**	**AMOUNT SUBLET TO OTHERS**	**BALANCE OF CONTRACT AMOUNT** *(Column 3 minus column 4)*	**UNCOMPLETED AMOUNT FROM COLUMN 5 TO BE DONE BY APPLICANT**	
					AS PRIME CONTRACTOR	**AS SUBCONTRACTOR**
				-	-	
Roadway	T7549-Ola Ave	4,987,126	2,210,000	2,777,126	12,000	
	E7Q85 Nebraska Ave	521,543	228,000	293,543		
Roadway	T7501 - I75 Weber	605,248	-	605,248	-	605,248
Roadway				-		
Roadway	T1911 Polk Intersection	2,662,407	912,000	1,750,407	1,750,407	
Roadway	T5872 Silver Star	2,644,570	840,000	1,804,570	1,804,570	
	E9095 I4 DeMoya	574,615	-	574,615		560,000
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		
			Column 5 Subtotal:	7,805,508	3,566,977	1,165,248
TYPE OF WORK	**OTHER (Non-FDOT) PROJECTS, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING**	**CONTRACT (OR SUBCONTRACT) AMOUNT**	**AMOUNT SUBLET TO OTHERS**	**BALANCE OF CONTRACT AMOUNT** *(Column 3 minus column 4)*	**UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT** *(Breakdown of Column 5)*	
					AS PRIME CONTRACTOR	**AS SUBCONTRACTOR**
Roadway Concrete				-		
Roadway Concrete	Morris Bridge - Hillsborough Cty	1,959,000	1,000,000	959,000	959,000	
Roadway Concrete	City of Tampa - Floribraska	2,399,631	358,000	2,041,631	500	
Roadway Concrete	US 301 @ Riverview - Hillsborough Cty	1,690,844	827,500	863,344	8,000	
Safety Roadway	George Rd - Hillsborough Cty	1,900,000	1,000,000	900,000	900,000	
Safety Roadway	Westshore - Hillsborough Cty	2,239,665	850,000	1,389,665	1,185,000	
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		
			Column 5 Subtotal:	6,153,639	3,052,500	-
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU		6,619,477	1,165,248
			GRAND TOTAL UNCOMPLETED WORK			**7,784,725**

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwanee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

5/15/2023

RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL

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

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

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

Sincerely,

Andreia Roberts
State Contract Compliance Administrator
Equal Opportunity Office

AFFIRMATIVE ACTION PLAN EXPIRATION: 5/15/2026

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

52 Riley Rd 422 Celebration, FL 34747
Phone: 954-324-5300
Fax: 321-285-2995
blacktipemail@yahoo.com

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

Date: April 1, 2023 **By:** _____ **Signature**

Corporate FEID No.: 27-4431832 Gina Spencer, President **Printed name & title**

DISADVANTAGED BUSINESS ENTERPRISE ('DBE') AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

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

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

I. DESIGNATION OF LIAISON OFFICER

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

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

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

DBE LIAISON OFFICER:

NAME: Gina Spencer
TITLE: President
EMAIL: blacktipemail@yahoo.com
ADDRESS: 52 Riley Rd 422 Celebration, FL 34747

II. AFFIRMATIVE ACTION METHODS

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

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

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

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting the state's goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
4. Provide adequate information about the plans, specifications, and requirements of the contract, notrejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by FDOT to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.
8. Utilize FDOT's DBE Supportive Services providers for assistance in identifying and notifying DBE's of contracting opportunities.

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

III. IMPLEMENTATION

The Company will make every effort to

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

IV. REPORTING

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

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

V. DBE DIRECTORY

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AFFIDAVIT REGARDING LABOR AND SERVICES

375-030-31
PROCUREMENT
07/24

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

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

AFFIDAVIT

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

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

(Signature of authorized representative) December 12, 2025
Date

STATE OF FLORIDA
COUNTY OF Osceola
Sworn to (or affirmed) and subscribed before me, by means of ☑ physical presence or ☐ online notarization, this 12th day of Dec , 2025 (year), by Gina Spencer

Kayla Allen
Notary Public, not required when digital
1/14/28
Commission Expires
Personally Known ☑ OR Produced Identification ☐
Type of Identification Produced

KAYLA ALLEN
Notary Public-State of Florida
Commission # HH 476082
My Commission Expires
January 14, 2028

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

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

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

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

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

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

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

Name of Consultant: Blacktip Services, Incorporated

By: Gina Spencer Date: 12/12/2025

Authorized Signature:

Title: President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☑
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☑ Prime ☐ Subawardee Tier _____, *if known*: Blacktip Services, Incorporated 52 Riley Rd 422 Celebration, FL 34747 Congressional District, *if known*: 4c Florida District 9	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ Congressional District, *if known*: _____
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: Gina Spencer Title: President Telephone No.: 407-574-5033 Date (mm/dd/yyyy): 12/12/2025
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

ITEM/SEGMENT NO.: FIN: 442022-1-58-01
F.A.P. NO.: _____
MANAGING DISTRICT: DISTRICT 1
PARCEL NO.: _____
COUNTY OF: Desoto
BID LETTING OF: December 12, 2025

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

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

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

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

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

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

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

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

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

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

EXCEPTIONS:

None

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

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

CONTRACTOR: (Seal)

BY: Gina Spencer, President
NAME AND TITLE PRINTED

BY:
SIGNATURE

WITNESS: Kayla Allen

WITNESS: Angela D. Falcon

Executed on this 12th day of December, 2025

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

REQUIRED CONTRACT PROVISIONS

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

- Appendix B of 49 CFR Part 29 –

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

Instructions for Certification

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

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

Name of Consultant/Contractor: Blacktip Services, Incorporated

By: Gina Spencer

Date: 12/12/2025

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

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

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

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

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

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

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

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

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

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

EXHIBIT C

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DESOTO COUNTY BID TABULATION

Bid No. 26-06-00ITB

FEDERALLY FUNDED LOCAL AGENCY PROGRAM

SIDEWALK CONSTRUCTION SERVICES FOR C.R. 760A

FINANCIAL PROJECT #. 442022-1-58-01

				QUANTUM MARINE CONSTRUCTION, LLC		EXCAVATION POINT, INC.		AMERICAN DESIGN ENGINEERING CONSTRUCTION, INC.		BLACKTIP SERVICES, INC.		THOMAS MARINE CONSTRUCTION, LLC		EZ CONTRACTING, LLC		CENTRAL CONCRETE PRODUCTS, INC.		COBB SITE DEVELOPMENT, INC.	
Item	Description	Unit	Quantity	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
101-1	MOBILIZATION	LS	1	$24,000.00	$24,000.00	$66,607.89	$66,607.89	$40,000.00	$40,000.00	$25,000.00	$25,000.00	$52,000.00	$52,000.00	$30,000.00	$30,000.00	$35,000.00	$35,000.00	$67,560.69	$67,560.69
102-1	MAINTENANCE OF TRAFFIC	LS	1	$10,000.00	$10,000.00	$40,000.00	$40,000.00	$10,000.00	$10,000.00	$3,500.00	$3,500.00	$10,000.00	$10,000.00	$20,000.00	$20,000.00	$13,000.00	$13,000.00	$81,403.01	$81,403.01
0102-60	WORK ZONE SIGN	ED	1260	$2.00	$2,520.00	$7.94	$10,004.40	$3.00	$3,780.00	$0.40	$504.00	$1.00	$1,260.00	$5,000.00	$6,300,000.00	$0.42	$529.20	$0.46	$579.60
0102-71-13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONC	LF	312	$45.00	$14,040.00	$25.00	$7,800.00	$85.00	$26,520.00	$50.00	$15,600.00	$75.00	$23,400.00	$120.00	$37,440.00	$46.00	$14,352.00	$97.05	$30,279.60
0102-71-23	TEMPORARY BARRIER, REL, LOW PROFILE CONC	LF	72	$50.00	$3,600.00	$10.00	$720.00	$85.00	$6,120.00	$10.00	$720.00	$25.00	$1,800.00	$120.00	$8,640.00	$25.00	$1,800.00	$60.00	$4,320.00
102-74-1	CHANNEL DEVICE-TYPSI, II DI, VP, DRUM,LC	ED	1902	$2.00	$3,804.00	$0.35	$665.70	$3.00	$5,706.00	$0.15	$285.30	$1.00	$1,902.00	$55.00	$104,610.00	$0.68	$1,293.36	$0.22	$418.44
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMP	ED	335	$15.00	$5,025.00	$35.00	$11,725.00	$45.00	$15,075.00	$18.00	$6,030.00	$25.00	$8,375.00	$55.00	$18,425.00	$24.00	$8,040.00	$19.53	$6,542.55
1021-15	TYPE III BARRICADE	ED	12	$25.00	$300.00	$5.00	$60.00	$3.00	$36.00	NO COST PROVIDED	NO COST PROVIDED	$1.00	$12.00	$160.00	$1,920.00	$0.48	$5.76	$0.37	$4.44
0104-10-3	SEDIMENT BARRIER	LF	143	$30.00	$4,290.00	$5.00	$715.00	NO COST PROVIDED	NO COST PROVIDED	$2.00	$286.00	$8.00	$1,144.00	$60.00	$8,580.00	$3.00	$429.00	$7.32	$1,046.76
0104-18	INLET PROTECTION SYSTEM	EA	1	$2,500.00	$2,500.00	$250.00	$250.00	$3.00	$3.00	$20.00	$20.00	$100.00	$100.00	$200.00	$200.00	$150.00	$150.00	$491.80	$491.80
0110-1-1	CLEARING & GRUBBING	AC	0.83	$20,000.00	$16,600.00	$17,710.84	$14,700.00	$15,000.00	$12,450.00	$62,000.00	$51,460.00	$11,000.00	$9,130.00	$5,000.00	$4,150.00	$15,000.00	$12,450.00	$30,794.49	$25,559.43
0110-4-10	REMOVAL OF EXIST CONC	SY	5	$250.00	$1,250.00	$100.00	$500.00	$15.00	$75.00	$50.00	$250.00	$600.00	$3,000.00	$105.00	$525.00	$100.00	$500.00	$266.50	$1,332.50
0120-1	REGULAR EXCAVATION	CY	248.5	$60.00	$14,910.00	$25.00	$6,212.50	$40.00	$9,940.00	$20.00	$4,970.00	$75.00	$18,637.50	$95.00	$23,607.50	$35.00	$8,697.50	$32.17	$7,994.25
0120-6	EMBANKMENT	CY	46.3	NO COST PROVIDED	NO COST PROVIDED	$75.00	$3,472.50	$40.00	$1,852.00	$20.00	$926.00	$175.00	$8,102.50	$105.00	$4,861.50	$40.00	$1,852.00	$453.83	$21,012.33
0425-1521	INLETS, DT BOT, TYPE C <10'	EA	2	$2,500.00	$5,000.00	$3,875.00	$7,750.00	$27,500.00	$55,000.00	$5,000.00	$10,000.00	$3,650.00	$7,300.00	$300.00	$600.00	$5,212.00	$10,424.00	$5,195.15	$10,390.30
0425-2-41	MANHOLES, P-7, <10'	EA	1	$4,500.00	$4,500.00	$4,000.00	$4,000.00	$30,000.00	$30,000.00	$6,000.00	$6,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$7,016.00	$7,016.00	$10,390.31	$10,390.31
430175118	PIPE CULV, OPT MATL, ROUND, 18", SINGLE, 0 ROUND	LF	124	$225.00	$27,900.00	$179.52	$22,260.48	$115.00	$14,260.00	$200.00	$24,800.00	$150.00	$18,600.00	$320.00	$39,680.00	$130.00	$16,120.00	$145.04	$17,984.96
430518100	STRAIGHT CONC ENDW 18", SINGLE, 0 ROUND	EA	1	$3,500.00	$3,500.00	$10,547.00	$10,547.00	$30,000.00	$30,000.00	$3,500.00	$3,500.00	$5,400.00	$5,400.00	$3,900.00	$3,900.00	$4,500.00	$4,500.00	$5,419.42	$5,419.42
0515-12	PIPE HANDRAIL-GUIDERAIL, ALUMINUM	LF	24	$100.00	$2,400.00	$160.00	$3,840.00	$115.00	$2,760.00	$72.00	$1,728.00	$150.00	$3,600.00	$460.00	$11,040.00	$93.00	$2,232.00	$196.02	$4,704.48
0522-1	CONCRETE SIDEWALK & DRIVEWAYS, 4"	SY	853	$100.00	$85,300.00	$76.66	$65,390.98	$70.00	$59,710.00	$48.00	$40,944.00	$102.00	$87,006.00	$75.00	$63,975.00	$70.00	$59,710.00	$65.52	$55,885.56
0522-2	CONCRETE SIDEWALK & DRIVEWAYS, 6"	SY	63	$105.00	$6,615.00	$94.50	$5,953.50	$80.00	$5,040.00	$65.00	$4,095.00	$145.00	$9,135.00	$90.00	$5,670.00	$97.00	$6,111.00	$110.57	$6,965.91
0527-2	DETECTABLE WARNINGS	SF	79	$50.00	$3,950.00	$50.00	$3,950.00	$30.00	$2,370.00	$20.00	$1,580.00	$35.00	$2,765.00	$50.00	$3,950.00	$40.00	$3,160.00	$40.97	$3,236.63
0570-1-2	PERFORMANCE TURF, SOD	SY	3164	$5.00	$15,820.00	$6.30	$19,933.20	$10.00	$31,640.00	$3.50	$11,074.00	$9.00	$28,476.00	$2.50	$7,910.00	$5.00	$15,820.00	$5.56	$17,591.84
0654-2-22	MIDLOBCK CROSSWALK: RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL-SOLAR, COMPLETE SIGN ASSEMBLY-BACK TO BACK	AS	2	$10,000.00	$20,000.00	$14,000.00	$28,000.00	$15,000.00	$30,000.00	$13,800.00	$27,600.00	$17,000.00	$34,000.00	$23,000.00	$46,000.00	$27,500.00	$55,000.00	$14,207.91	$28,415.82
0700-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	2	$1,500.00	$3,000.00	$500.00	$1,000.00	$650.00	$1,300.00	$863.00	$1,726.00	$500.00	$1,000.00	$2,500.00	$5,000.00	$850.00	$1,700.00	$659.38	$1,318.76
0700-1500	SINGLE COLUMN GROUND SIGN ASSEMBLY, RELOCATE	EA	6	$500.00	$3,000.00	$250.00	$1,500.00	$400.00	$2,400.00	$345.00	$2,070.00	$125.00	$750.00	$260.00	$1,560.00	$725.00	$4,350.00	$266.58	$1,599.48
0700-3401	SIGN PANEL, INSTALL, UP TO 12 SF	EA	2	$750.00	$1,500.00	$1,000.00	$2,000.00	$450.00	$900.00	$575.00	$1,150.00	$400.00	$800.00	$350.00	$700.00	$600.00	$1,200.00	$318.15	$636.30
0706-1-3	RAISED PAVMT MARK, TYPE B	EA	8	$100.00	$800.00	$25.00	$200.00	$8.00	$64.00	$11.00	$88.00	$6.25	$50.00	$260.00	$2,080.00	$40.00	$320.00	$24.90	$199.20
0711-11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABLUT	LF	334	$25.00	$8,350.00	$8.00	$2,672.00	$12.00	$4,008.00	$7.00	$2,338.00	$5.00	$1,670.00	$130.00	$43,420.00	$17.00	$5,678.00	$8.25	$2,755.50
0711-11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	157	$40.00	$6,280.00	$15.75	$2,472.75	$14.00	$2,198.00	$14.00	$2,198.00	$7.50	$1,177.50	$260.00	$40,820.00	$23.00	$3,611.00	$14.89	$2,337.73
0711-11160	THERMOPLASTIC, STC, WHITE MESSAGE	EA	1	$5,000.00	$5,000.00	$150.00	$150.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$400.00	$400.00	$900.00	$900.00	$267.14	$267.14
0711-16201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	GM	0.076	$2,000.00	$152.00	$11,250.00	$855.00	$8,500.00	$646.00	$9,200.00	$699.20	$7,500.00	$570.00	$260.00	$19.76	$12,000.00	$912.00	$11,215.58	$852.38
0711-17-1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC MARKINGS-SURFACT TO REMAIN	SF	566	$15.00	$8,490.00	$4.35	$2,462.10	$12.00	$6,792.00	$9.00	$5,094.00	$12.50	$7,075.00	$120.00	$67,920.00	$12.00	$6,792.00	$4.62	$2,614.92
0700-142-802	ENHANCED HWY SIGN ASSEMBLY, SOLAR POWERED, RELOCATE GROUND MOUNT	EA	2	$2,500.00	$5,000.00	$3,000.00	$6,000.00	$950.00	$1,900.00	$7,000.00	$14,000.00	$5,500.00	$11,000.00	$15,000.00	$30,000.00	$9,250.00	$18,500.00	$4,002.16	$8,004.32
ASB-1	AS-BUILT SURVEY	LS	1	$10,000.00	$10,000.00	$4,500.00	$4,500.00	$8,000.00	$8,000.00	$3,500.00	$3,500.00	$6,250.00	$6,250.00	$24,000.00	$24,000.00	$6,300.00	$6,300.00	$8,507.92	$8,507.92
	GRAND TOTAL			-	$329,396.00	-	$358,870.00	-	$420,795.00	-	$273,985.50	-	$370,737.50	-	$6,966,603.76	-	$328,454.82	-	$438,627.27

DENOTES ERROR IN EXTENDED COST CALCULATIONS

DENOTES LOW BID

DeSoto County

3/10/2026

Item #: 10.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Contract

DEPARTMENT: Utilities
SUBMITTED BY: **Megan Deuchar**
PRESENTED BY: **Greg Harris**

TITLE & DESCRIPTION:

Professional Services Agreement / Wastewater Treatment Plant Expansion Phase 1 CEI Services / The Weiler Engineering Corporation

REQUESTED MOTION:

Approve the Professional Services Agreement with The Weiler Engineering Corporation for Construction Engineering and Inspection (CEI) Services for Phase 1 of the DeSoto County Regional Wastewater Treatment Plant Expansion.

SUMMARY:

Staff is recommending approval of the Professional Services Agreement with The Weiler Engineering Corporation to provide CEI Services for Phase 1 of the DeSoto County Regional Wastewater Treatment Plant Expansion.

BACKGROUND:

On October 7, 2025, the County issued a Request for Qualifications for Construction Engineering and Inspection (CEI) Services for Phase 1 Construction of the DeSoto County Regional Wastewater Treatment Plant Expansion. The County received three (3) proposals from qualified firms. A Selection Committee evaluated and ranked the firms, and The Weiler Engineering Corporation was ranked highest and recommended for award.

Negotiations were conducted with The Weiler Engineering Corporation and were successful. The negotiated total contract amount is $975,600.00, which includes preconstruction services, CEI services for the construction duration, construction closeout, and additional CEI time, if required.

As part of the overall project coordination and to maintain Engineer of Record responsibilities during construction, Kimley-Horn and Associates, Inc., the Design Engineer for the Phase 1 improvements, will provide limited post-design services under a separate agreement.

FUNDS:

Budget Amount: **$1,175,510.00**
Actual Agenda Item: **$975,600.00**
Cost: **$975,600.00**
Account Number: **413-71085353100003**
Explanation: **Contingent on approval of the Budget Amendment**

PROFESSIONAL SERVICES AGREEMENT

This Contract is made and entered into as of the date signed by the last party below (the "Effective Date"), by and between **DESOTO COUNTY, FLORIDA** (the "County"), a political subdivision of the State of Florida, located at 201 E. Oak Street, Second Floor, Arcadia, Florida 34266, and **THE WEILER ENGINEERING CORPORATION**, whose principal place of business is 201 West Marion Avenue, Suite 1306, Punta Gorda, Florida 33950, and whose Federal I.D. number is 65-0413376 (the "Consultant").

W I T N E S S E T H

WHEREAS, the County, through Request for Qualifications No. 26-01-00 (the "RFQ"), pursued the competitive process contemplated under the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, to seek interested firms for the provision of Construction Engineering and Inspection (CEI) Services for Phase 1 of the DeSoto County Regional Wastewater Treatment Plant Expansion (the "Services"); and

WHEREAS, Consultant submitted a Response to the RFQ, which is incorporated herein by this reference, was selected pursuant to the RFQ, and represents that Consultant is capable and prepared to provide such Services; and

WHEREAS, Consultant and County negotiated the terms of this Agreement pursuant to the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for the provision of the Services.

NOW, THEREFORE, in consideration of the mutual promises herein, the County and the Consultant agree as follows:

ARTICLE ONE
TERM

1.1. This Agreement shall take effect on the date of its execution by the Chairman of Board of County Commissioners.

1.2. The term of this Agreement shall commence upon execution by both parties ("Effective Date") and shall remain in effect through completion of the Project and all services required under this Agreement, including any related administrative or funding close-out activities, and payment of the final invoice, unless earlier terminated as provided herein.

ARTICLE TWO
CONSULTANT'S RESPONSIBILITY

2.1. Scope of Services. Consultant shall provide Construction Engineering and

Inspection services to the County for the DeSoto County Wastewater Treatment Plant Expansion Project, including, but not limited to, the Scope of Services set forth in the RFQ.

2.2. The Services required under this Agreement to be performed by Consultant shall be those set forth in Section 2.1, Scope of Services, and as issued periodically as Scopes of Work within a Supplemental Agreement (SA). The first SA is attached as Exhibit "C" hereto. The basis of compensation to be paid Consultant by the County for Services is set forth in Article Five, Section 5.1 Basis of Compensation, and will be attached to each SA. The County's Representative will make requests for services to Consultant as may be warranted, including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

2.2.1. Consultant shall perform services as may be specifically designated and authorized by the County, in writing. Such services will be outlined in the Scope of Work of a SA, and the provisions of this Agreement will apply to the SA with full force and effect as if appearing in full within each SA. Each SA will set forth a specific Scope of Work, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon execution after approval by the Board.

2.2.2. The Consultant is not authorized to provide services or materials to the County or undertake any project or work provided for in any SA prior to the County having first issued a Notice to Proceed for that particular SA. Consultant recognizes that the County may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

2.2.3. When the Consultant and the County enter into a SA where the term of the SA expires on a date that is later than the date that this Agreement expires, the Consultant and the County agree that the terms of this Agreement and any amendments, exhibits, or provisions thereof are automatically extended until the expiration or full completion of the requirements of the SA have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the SA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the SA extends beyond the expiration of this Agreement. It does not apply when a SA expires or is cancelled prior to the expiration of this Agreement.

2.3. The Consultant agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement.

2.4. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of

authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

2.5. Consultant agrees that the Project Manager for the term of this Agreement shall be:

Michael J. Giardullo, P.E.
201 West Marion Avenue, Suite 1306
Punta Gorda, Florida 33950
Phone: 941-505-1700
Email: mgiardullo@weilerengineering.org

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

2.6. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Agreement, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.

2.7. The Consultant has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Agreement shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict.

2.8. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this article.

2.9. Evaluations of the County's adopted capital improvement budget, preliminary

estimates of construction cost, and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to County, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

2.10 Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

ARTICLE THREE
COUNTY'S RESPONSIBILITIES

3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "County's Representative"). The County's Representative shall have County transmit instructions, receive information, interpret, and define County's policies and decisions with respect to Consultant's services for the Project. However, the County's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

3.1.1. The Scope of Services to be provided and performed by the Consultant hereunder;

3.1.2. The time the Consultant is obligated to commence and complete all such services; or

3.1.3. The amount of compensation the County is obligated or committed to pay the Consultant.

3.2. The County's Representative shall:

3.2.1. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Agreement;

3.2.2. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;

3.2.3. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;

3.2.4. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Agreement; and

3.2.5. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by County for Consultant, may be provided during times that are not the normal business hours of the Consultant.

3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5. For the purposes of this Agreement, the County's Representative shall be:

Greg Harris
DeSoto County Utilities Director
201 E. Oak Street, Second Floor
Arcadia, Florida 34266
Phone: 863-491-7500
Fax: N/A
Email: g.harris@desotobocc.com

With Copy To:

DeSoto County Attorney
Nabors, Giblin & Nickerson, P.A.
8201 Peters Road, Suite 1000
Plantation, Florida 33324
Phone: (954) 315-0268
Fax: N/A
Email:vvicente@ngnlaw.com

ARTICLE FOUR
TIME

4.1. Services to be rendered by Consultant shall be commenced subsequent to the execution of any SA issued pursuant to this Agreement, after receiving written Notice to Proceed from County for all or any designated portion of the SA and shall be performed and completed in accordance with the Project Schedule attached to the SA for the Project.

4.2. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from County. Consultant's sole remedy against County will be the right to seek an extension of time to its schedule. This article shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the SA, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.4. Should the Consultant fail to commence, provide, perform, or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

ARTICLE FIVE
COMPENSATION

5.1. Basis of Compensation. Compensation and the manner of payment of such compensation by the County for services rendered hereunder by Consultant shall be as prescribed in this "Basis of Compensation," which is attached hereto and made a part hereof.

5.1.1. As consideration for providing Services set forth herein Article Two of the Agreement for Professional Consulting Services, the County agrees to pay, and Consultant agrees to accept, fees as indicated in Exhibit "C" and this Article.

5.1.2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Services, in the interest of the Project, and may include the following items:

a. Expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items.

b. When authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates.

c. Expenses for renderings, models and mock-ups requested by County.

5.1.3. Unless approved by the County in advance, reimbursable costs shall not include the following:

a. Transportation and subsistence, including transportation and subsistence expenses incidental to out-of-town travel required by Consultant and directed by County, other than visits to the Project Site or County's office.

b. Consultant overhead including field office facilities.

c. Overtime not authorized by County.

d. Expenses for copies, reproductions, postage, handling, express delivery, and long distance communications not required for a Project.

5.1.4. Payments will be made for services rendered on no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the SA pursuant to which the services have been provided shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by County.

5.2. The total amount to be paid by the County under this Agreement for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved SA without prior approval of the County. The Consultant shall notify the County's Representative in writing when 90% of the "not to exceed amount" has been reached.

5.3. Invoices received by the County from the Consultant pursuant to this Agreement will be reviewed and approved in writing by the County's Representative, who shall confirm whether services have been rendered in conformity with the Agreement, and then send for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the County Representative's approval, who shall process all

payments in accordance with the Florida Prompt Payment Act or advise Consultant in writing of reasons for not processing same. In addition to detailed invoices, upon request of the County's Representative, Consultant will provide County with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and the applicable SA. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Services described in this Agreement.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County for each SA. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable SA and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against County for additional payment.

ARTICLE SIX
WAIVER OF CLAIMS

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by County shall be deemed to be a waiver of any of County's rights against Consultant.

ARTICLE SEVEN
TRUTH IN NEGOTIATION REPRESENTATIONS

7.1. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Agreement by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement and no higher than those charged

the Consultant's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent, or inaccurate representation, then said rates and compensation provided for in this Agreement shall be adjusted accordingly.

ARTICLE EIGHT
TERMINATION OR SUSPENSION

8.1. Consultant shall be considered in material default of this Agreement and such default will be considered cause for County to terminate this Agreement, in whole or in part, as further set forth in this article, for any of the following reasons: (a) failure to begin work under the Agreement within a reasonable time after issuance of the Notice(s) to Proceed of a SA, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The County may so terminate this Agreement, in whole or in part, by giving the Consultant ten (10) calendar days' written notice.

8.2. If, after notice of termination of this Agreement as provided for in article 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Consultant provided for in article 8.1, then the notice of termination given pursuant to article 8.1 shall be deemed to be the notice of termination provided for in article 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under article 8.3 below.

8.3. County shall have the right to terminate this Agreement, in whole or in part, without cause upon written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against County shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against County, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

8.5. The County shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article

Four herein.

ARTICLE NINE
PERSONNEL

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an Independent Consultant and not as employees or agents of the County.

9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County, nor shall such personnel be entitled to any benefits of the County including, but not limited to, pension, health, and workers' compensation benefits.

9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, or permitted under state and local law to perform such services.

9.4. Consultant shall notify County in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at County's request shall remove without consequence to the County any subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Michael Giardullo
Name: _____

9.5. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

9.10. The Consultant warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations, as further set forth in Article Seventeen below. Consultant shall indemnify,

defend and hold harmless the County, its officers and employees from and against any sanctions and any other liability which may be assessed against the Consultant in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

9.11. The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

ARTICLE TEN
SUBCONTRACTING

10.1. Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subcontractor and to inspect all facilities of any subconsultants in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement. The County's acceptance of a subconsultant shall not be unreasonably withheld. Where permitted, the Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

10.2. Subconsultants included in Consultant's Response to the RFQ shall be considered approved by the County's Representative by execution of this Agreement.

ARTICLE ELEVEN
FEDERAL AND STATE TAX

11.1. The County is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE TWELVE
OWNERSHIP OF DOCUMENTS

12.1. Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared, or developed by Consultant under this Agreement shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use.

12.2. The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes, pertaining to public records. Consultant assumes no liability for the use

of such documents by the County or others for purposes not intended under this Agreement.

ARTICLE THIRTEEN
MAINTENANCE OF RECORDS & PUBLIC RECORDS

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

13.2. Consultant must comply with the public records laws, Florida Statute chapter 119, specifically Consultant must:

13.2.1. Keep and maintain public records required by the County to perform the service.

13.2.2. Upon request from the County's custodian of public records, 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.

13.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

13.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-993-4800, S.ALTMAN@DESOTOBOCC.COM, 201 E. OAK STREET, ARCADIA, FLORIDA 34266.

13.3 The County reserves the right to unilaterally cancel this Agreement for refusal by the Consultant or any consultant, subconsultant, contractor, subcontractor, or materials vendor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

ARTICLE FOURTEEN
INSURANCE

14.1. During the life of the Agreement the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance as set forth in the RFQ.

14.2 Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification, or expiration of such coverage without thirty (30) days prior written notice to the County. The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of DeSoto County. All such policies shall be endorsed to provide defense coverage obligations. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed $10,000.00 without the permission of the County. If there is any failure by the Consultant to comply with the provisions of this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance. County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance. The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages. All Consultant's sub-contractors shall be required to include County and Consultant as additional insured on their General Liability Insurance policies. In the event that subcontractors used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County for any claim in excess of the subcontractors' insurance coverage. The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

14.3 Comprehensive Automobile Liability Insurance. In the event Consultant travels in furtherance of the performance of the services required in this Agreement, Consultant

shall obtain comprehensive automobile liability insurance with $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles, as appropriate.

14.4 Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence.

14.5 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

14.6 Professional Liability Insurance. $1,000,000.00 for design errors and omissions, exclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

14.7 Performance, Payment, and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the Consultant Service Agreement for the project.

14.8 Workers' Compensation. The Consultant shall provide, pay for, and maintain workers' compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

ARTICLE FIFTEEN
INDEMNIFICATION

15.1. The Consultant agrees to indemnify and hold harmless and defend the County, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by County from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any negligent error, omission, negligent act, recklessness, or intentionally wrongful act of Consultant, its agents, servants, or employees, in the performance of services under this Agreement.

15.2. Consultant shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold County, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever,

arising out of or resulting from (i) the failure of Consultant to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of Consultant, its sub-Consultants, agents, employees and invitees; provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising solely out of the County's negligence. County review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement. Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

15.3. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the County's attorney, in which the contractor agrees to hold harmless and to defend County, Consultant, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. County acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.

15.4. The first ten dollars ($10.00) of remuneration paid to Consultant under this Agreement shall be in consideration for the indemnification provided for in this article.

ARTICLE SIXTEEN
CONFLICT OF INTEREST

16.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

16.2. The Consultant shall promptly notify the County Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the County Representative as to whether the association, interest or circumstance would be viewed by the County Representative as constituting a conflict of interest if entered into by the Consultant. The County Representative agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the

Consultant. Such determination may be appealed to the Board of County Commissioners by the Consultant within thirty (30) days of the County Representative's notice to the Consultant. If, in the opinion of the County Representative or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Representative or County shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement.

ARTICLE SEVENTEEN
E-VERIFY & STATE PROVISIONS

17.1. Consultant certifies that Consultant complies with the following enrollment and verification requirement as set forth in this Article. If the Consultant is not enrolled as a Federal Consultant in E-Verify at time of contract award, the Consultant shall-

17.1.1. Enroll. Enroll as a Federal Consultant in the E-Verify Program within thirty (30) calendar days of contract award;

17.1.2. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Consultant, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see section 17.3 of this Article); and,

17.1.3. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see section 17.4 of this Article)

17.2. If the Consultant is enrolled as a Federal Consultant in E-Verify at time of contract award, the Consultant shall use E-Verify to initiate verification of employment eligibility of the following:

17.2.1. All new employees enrolled ninety (90) calendar days or more. The Consultant shall initiate verification of all new hires of the Consultant, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

17.2.2. All new employees enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Consultant in E-Verify, the Consultant shall initiate verification of all new hires of the Consultant, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see section 17.3 of this Article); or

17.2.3. Employees assigned to the contract. For each employee assigned to the contract, the Consultant shall initiate verification within ninety (90) calendar days

after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see section 17.4 of this Article).

17.3. If the Consultant is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Consultant may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Consultant shall follow the applicable verification requirements of section 17.1 or 17.2, respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

17.4. Option to verify employment eligibility of all employees. The Consultant may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Consultant shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

17.4.1. Enrollment in the E-Verify program; or

17.4.2. Notification to E-Verify Operations of the Consultant's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

17.5. The Consultant shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

17.5.1. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Consultant's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Consultant, will be referred to a suspension or debarment official.

17.5.2. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Consultant is excused from its obligations under this Article. If the suspension or debarment official determines not to suspend or debar the Consultant, then the Consultant must reenroll in E-Verify.

17.5.3. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

17.5.4. Individuals previously verified. The Consultant is not required by this clause to perform additional employment verification using E-Verify for any employee-

(a) Whose employment eligibility was previously verified by the Consultant through the E-Verify program;

(b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Consultants.

17.6. Subcontracts. The Consultant shall include the requirements of this Article, including this section appropriately modified for identification of the parties in each subcontract that:

17.6.1. Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a Commercially Available Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;

17.6.2. Has a value of more than $3,500; and includes work performed in the United States; and

17.6.3. Includes work performed in the United States.

17.7. United States-Produced Iron And Steel (Section 255.0993, Fla. Stat.). Pursuant to Section 255.0993, Florida Statutes, unless waived by the County, any iron or steel product permanently incorporated into the Project must be produced in the United States. The following are exempt from this requirement: (i) small amounts of foreign steel and iron that are incidental or ancillary to the primary product, are not separately identified in the project specifications, and the cost of which does not exceed 1/10th of the total contract cost or $2,500, whichever is greater; and (ii) electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles.

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

17.9. Countries of Foreign Concern. Pursuant to Section 287.138, Florida Statutes, the County cannot knowingly enter into a contract with an entity which would give access to an individual’s personal identifying information if the entity is owned, controlled,

organized, or operating in a foreign country of concern, which include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, and any contracting entity that may be given access to an individual's personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of business in a foreign country of concern. The required affidavit, which must be signed by a duly authorized officer or representative of Consultant, is attached hereto as Exhibit "B".

ARTICLE EIGHTEEN
MODIFICATION

18.1. It is the intent of this Agreement that County shall from time-to-time issue SAs for Consultant to perform such services set forth in the Scope of Work therein. SAs shall be duly approved by the County prior to issuance. Consultant shall expediently perform the Scope of Work within the schedule indicated in the SA in accordance with Article Four above. Consultant shall timely cooperate with County Representative in negotiating the cost and schedule of said SA prior to submission to the County for approval. The County reserves the right to make changes in the Scope of Services of this Agreement, the Scope of Work of any SA, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of SAs issued under this Agreement.

18.2. If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work of a SA affected by a contemplated change, pending the County's decision to proceed with the change. Consultant shall be entitled to invoice County for that portion of the Scope of Work completed prior to receipt of the written notice.

18.3. If the County elects to make the change, the County shall initiate a written amendment to the SA signed by both parties, and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the County.

ARTICLE NINETEEN
ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

19.1. The County and the Consultant agree that this Agreement together with the

Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Eighteen, Modification.

19.2. The Contract Documents shall consist of: this Agreement with attachments; RFQ No. 26-01-00; Consultant's Response to RFQ No. 26-01-00; and any SA issued pursuant to this Agreement, all of which are incorporated herein by reference, copies of which have been provided to each party. In the event of conflict among the Contract Documents, the following Order of Precedence shall control:

1. SA
2. This Agreement
3. RFQ No. 26-01-00
4. Consultant's Response to RFQ No. 26-01-00

ARTICLE TWENTY
CONTRACTING WITH THE ENEMY OR SCRUTINIZED COMPANIES

20.1 In accordance with 2 C.F.R. 200.215, it is acknowledged that no services under a covered SA are to be performed outside the United States and its territories nor in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

20.2 Consultant certifies that it is not ineligible to submit a bid or proposal for, or enter into a contract or renewal thereof, with any local government entity as a result of the application of Section 287.135, Fla. Stat. In addition, Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, is not on the Scrutinized Companies with Activities in the Iran Petroleum Sector List, and does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel, as required by Section 287.135(5), Fla. Stat. In addition, Consultant understands that this reference allows for termination of this Agreement, at the option of the County, if Consultant is found to have submitted a false certification.

ARTICLE TWENTY-ONE
GENERAL PROVISIONS

21.1. Good Faith. Consultant, in representing County, shall promote the best interest of County and each party agrees to assume toward the other party a duty of good faith and fair dealing.

21.2. Impairment of Rights or Liabilities. No modification, waiver, suspension, or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

21.3. Remedies. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in DeSoto County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21.4. Waiver. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

21.5. Headings. The headings of the Articles, Schedules, Parts, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions in such Articles, Schedules, Parts, and Attachments.

21.6. Third-Party Beneficiary. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

21.7 Successors and Assignment. The County and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

21.8. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

21.9. Authority to Contract. The signatory signing this Agreement on behalf of Consultant represents and warrants that signatory is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County (1) that the execution and delivery of this Agreement and the performance of Consultant obligations hereunder have been duly authorized and (2) that the

Agreement is a valid and legal agreement binding on the Consultant and enforceable in accordance with its terms.

21.10. Pledging of Indebtedness. The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

21.11. Enforcement. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

21.12. Notices. All notices required in this Agreement shall be sent by certified mail, return receipt requested to the Consultant's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

ARTICLE TWENTY-TWO
GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL.

22.1. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the state courts of DeSoto County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

22.2. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

22.3. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

ARTICLE TWENTY-THREE
STANDARD OF CARE

23.1 Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

23.2 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge, and resources, under similar circumstances.

23.3 Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

23.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

ARTICLE TWENTY-FOUR
FEDERAL PROVISIONS

24.1. General Federal Provisions. Work issued under this Agreement may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Contractor shall comply with the provisions of this Article and comply with the authorities enumerated below, which are incorporated herein by reference.

24.1.1. 2 CFR Part 25.110

24.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

24.1.3. Executive Orders 12549 and 12689

24.1.4. 41 CFR Part 60-1(a) and (d)

24.1.5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

24.2. Nondiscrimination Acts and Authorities. For all federally funded work, Contractor agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

24.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

24.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

24.2.3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

24.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

24.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

24.2.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

24.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

24.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

24.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

24.2.10. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

24.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and

activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

24.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

24.2.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

24.2.14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

24.2.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

24.3. Nondiscrimination Clauses for Compliance with Regulations. For all federally funded work, the Contractor agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses.

24.3.1. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

24.3.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by

the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

24.3.3. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

24.3.4. Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

24.3.5. Incorporation of Provisions. The Contractor will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

24.4. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733). For all federally funded work, Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement. The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

24.5. Conflict of Interest (2 CFR § 200.112). For all federally funded work, the Contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to

maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice; (ii) A Contractor's objectivity in performing the work is or might be otherwise impaired; or (iii) The Contractor has an unfair competitive advantage.

24.6. Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182. To the extent applicable, Contractor must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

24.7. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded work, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the

provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

24.8. Minority/Women Business Enterprise. For all federally funded work, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

24.9. Procurement of Recovered Materials. For all federally funded work, Contractor 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.

24.10. Environmental and Energy Policies. For all Work Authorizations over the mico-purchase threshold, the Contractor and subcontractors and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

24.11. Clean Air Act and Federal Water Pollution Control Act. In all Work Authorizations funded in excess of $150,000, the Contractor shall comply with the Clean Air Act as set forth below.

24.11.1. The Contractor agrees 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).

24.11.2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

24.11.3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance under this Agreement.

24.12. Federal Suspension and Debarment. This Agreement may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of its subcontractors, 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).

24.12.1. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

24.12.2. By entering this Agreement, Contractor has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

24.12.3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

24.12.4. Certification Instructions

24.12.4.1. By signing this Agreement, the Contractor, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.

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

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

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

24.12.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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

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

24.12.4.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

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

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

24.12.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This

certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

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

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

24.13. Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Contractor agrees to comply with all provisions of the Davis Bacon Act as amended. Contractors are 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. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the agreement. The decision to award a Contract shall be conditioned upon the acceptance of the wage determination.

24.14. Federal Lobbying. If applicable as set forth in any contract, Contractor who applies for an award of $100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in Exhibit “D” attached hereto as if fully set forth herein. Each tier of subcontractor will certify 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 of subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor.

24.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. Contractor is 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.

24.16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable contracts issued in excess of $100,000

that involve the employment of mechanics or laborers must comply 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, Contractor and all subcontractors and subcontractors are 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.

24.17. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for a Work Authorization meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2, Contractor may be subject to additional standard patent rights clauses in accordance with 37 CFR § 401.14.

24.18. Access to Records and Reports. Contractor will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, County, County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

24.19. Record Retention (2 CFR § 200.33). Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

24.20. Federal Changes. Contractor will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

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

services performed in accordance with the manner of performance set forth in the contract.

24.22. Termination for Convenience. For any Work Authorization issued over the micro-purchase threshold may be terminated by County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

24.23. Safeguarding Personal Identifiable Information (2 CFR § 200.82). Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

24.24. Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200). The County will not issue contracts containing Federal funding on a cost-plus percentage of cost basis.

24.25. Trafficking Victims Protection Act (2 CFR Part 175). Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract]is in effect; (2) procuring a commercial sex act during the period of time that resulting contract is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by County for Contractor's violating this provision, without penalty.

24.26. Domestic Preference For Procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

24.27. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005). All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with County for further details. Contractors shall be required to submit a completed Buy American Certificate with any applicable Work Authorization in substantially the following form:

24.28.1. Buy American Certificate (FAR 52.225-2) Contractor certifies that each end product, except those listed in paragraph 25.28.2 of this provision, is a domestic end product. Contractor shall list as foreign end products in paragraph 25.28.2 those end products manufactured in the United States that do not qualify as domestic end products.

The terms “domestic end product,” “end product,” and “foreign end product” are defined in FAR 52.225-1 entitled “Buy American-Supplies.”

24.28.2. Foreign End Products: Line Item No. Country of Origin

_____ _____

_____ _____

24.28.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

24.28. Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216). Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use 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 Pub. L. 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.

24.29. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

24.30. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Contractor shall, upon request, provide County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed

under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

24.31. Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via https://www.sam.gov.

24.32. Never Contract With The Enemy (2 CFR Part 183). For contracts funded by grant and cooperative agreements in excess of $50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

24.33. Federal Agency Seals, Logos and Flags. Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

24.34. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.

24.35. Conflict with Grant Terms. In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Agreement, the conflicting terms and conditions of that document shall prevail.

24.36. Environmental Protection Agency General Terms and Conditions. This Agreement is subject to the EPA General Terms and Conditions and any federal grant funding award document. The most recent version of the EPA General Terms and Conditions is available at: https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf/

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SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year below last written.

DESOTO COUNTY,
a political subdivision of the State of Florida

Attest:

Mandy Hines
County Administrator

Steve Hickox, Chairman
Board of County Commissioners

Date: _____

Approved as to form:

Valerie Vicente
County Attorney

Attest:

THE WEILER ENGINEERING CORP.

Name: _____

Its: _____

Name: _____

Its: _____

Date: _____

Exhibit “A”
Anti-Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT
SECTION 787.06, FLORIDA STATUTES

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 Michael J. Giardullo (insert name) as Director of Civil Engineering (insert title) on behalf of The Weiler Engineering Corporation (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. The Weiler Engineering Corporation (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, The Weiler Engineering Corporation (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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Exhibit “B”
Foreign Country of Concern
Affidavit

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

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

I Michael J. Giardullo (insert name) as Director of Civil Engineering (insert title) on behalf of The Weiler Engineering Corporation (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. I certify that The Weiler Engineering Corporation (insert entity name) ("Vendor"):

   a. Is not owned by the government of a foreign country of concern;

   b. A government of a foreign country of concern does not have a controlling interest in Vendor; and

   c. Is not organized under the laws of nor have its principal place of business in a foreign country of concern.

3. For purposes of this Affidavit, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Michael J. Giardullo
Title: Director of Civil Engineering
Nongovernmental entity: The Weiler Engineering Corpor
Date: 11/6/2025

STATE OF Florida
COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me x in person or _____ remote notarization by Michael J. Giardullo as Director of Civil Engineering on behalf of The Weiler Engineering Corporation, who is personally known to me or who produced _____ as identification this _____ day of November 6, 2025.

Notary Public

(Notary Seal)

JESSICA W. GOSHORN
MY COMMISSION EXPIRES 03-01-2028
NOTARY PUBLIC
COMM. # HH 482309
STATE OF FLORIDA

Exhibit “C”
First Supplemental Agreement
(SA)

February 20, 2026

Cindy Talamantez, CPPO, CPPB
Purchasing Director
DeSoto County Board of County Commissioners
201 East Oak Street, Suite 203
Arcadia, Florida 34266

Re: DeSoto County Regional Wastewater Treatment Plan Expansion Construction Engineering and Inspection Services – DeSoto County RFQ No. 26-01-00

Ms. Talamantez:

The Weiler Engineering Corporation (an Apex Company), herein referred to as "CONSULTANT" is pleased to work with DeSoto County ("COUNTY") to perform Construction Engineering and Inspection (CEI) services for the expansion of DeSoto County Regional Wastewater Treatment Plant (DCR WWTP). The DCR WWTP is located at 7728 SE Highway 31, Arcadia, FL 34266. The FDEP Facility ID is FLA530808 and the project intends to expand the permitted treatment capacity in 2 phases and upgrade the effluent disposal facilities. Expansion Phase 1 includes the expansion from the existing 0.950 MGD to 1.40 MGD and Expansion Phase 2 includes the expansion from 1.40 MG to 2.0 MGD. Effluent disposal is intended to be accomplished through the construction of deep injection wells. The CONSULTANT shall be responsible for both phases of the expansion and the effluent disposal. This proposal is intended for Phase 1 of the Expansion as bid under DeSoto County contract No ITB-25-24-01-0-2026/MD. Due to the unknown schedules of Phase 2 and the effluent disposal, the CONSULTANT proposes to add those in a change order at a future date.

The Phase 1 CEI scope of services generally includes:

1) Pre-construction activities
2) CEI services for 20 months of construction
3) Construction close-out
4) Additional 4 months of CEI services (if required)

Detailed services include the following:

Task 1 – Pre-Construction Activities

Prior to initiation of onsite construction activities, the CONSULTANT will perform the following:

- Obtain all contract documents and review by project team members.
- Host the construction kick-off meeting with the awarded contractor – The kick-off meeting will be held at the DeSoto County Administration Building with a site visit to follow. The CONSULTANT will prepare the agenda and produce detailed meeting minutes.
- Review and respond any submittals and shop drawings required for the Contractor to start construction. Generally, the CONSULTANT anticipates responding in writing to submittals and shop drawings within ten (10) working days.
- Review and respond to any Requestions for Information (RFI) from the Contractor prior to mobilization. Generally, the CONSULTANT anticipates responding in writing to RFIs within ten (10) working days. It is anticipated that there will be no more than twenty-five (25) RFI through the course of the project.
- Review permit requirements and assist in filing construction commencement notices as required.

Task 2 – CEI Services (20-month Construction Duration)

The CONSULTANT will perform continuous CEI for construction duration of twenty (20) months. The CONSULTANT will perform the following:

- Attend project meetings. It is anticipated that there will be two (2) meetings per month involving the COUNTY, the contractor, and CONSULTANT. One meeting is anticipated to be onsite and the other is anticipated to be held via Microsoft Teams. The CONSULTANT will set up, schedule, host, provide an agenda and create meeting minutes for all meetings. The Design Engineer (Engineer of Record) will be invited to the monthly virtual meetings.
- Perform regular onsite inspection. Inspection frequency will vary depending on the construction activities. It is estimated that average inspection frequency will be approximately half time. Construction is anticipated Monday through Friday in daytime hours and on non-County holidays. Occasional Saturday work can be accommodated upon mutual agreement of CONSULTANT, the CEI and the COUNTY. Inspection reports for all days onsite along with photos of the Contractor progress will be maintained throughout the project. Note, the CONSULTANT understands with County will permit work 7-days per week for the erection of the tanks for a period not to exceed three (3) months. CONSULTANT will provide the weekend inspection as needed during that period.
- Review and respond any submittals and shop drawings received from the Contractor throughout construction. Generally, the CONSULTANT anticipates responding in writing to submittals and shop drawings within ten (10) working days. The CONSULTANT understands that the Design Engineer (Engineer of Record) will develop a list of critical items which they will review in addition to the CONSULTANT's review.
- Review and respond to any Requestions for Information (RFI) from the Contractor throughout construction. Generally, the CONSULTANT anticipates responding in writing to

RFIs within ten (10) working days. It is anticipated that there will be no more than twenty-five (25) RFIs through the course of the project. When needed the Design Engineer (Engineer of Record) may review and comment on the RFIs.

- Review and make recommendation on approval on application for payment received from the Contractor. Generally, the CONSULTANT anticipates responding in writing regarding pay applications within ten (10) working days. It is anticipated that there will be up to twenty-one (21) pay applications including the final application for release of retainage.
- Assist the COUNTY grant management staff by providing project information from reimbursement support when requested.
- Review requests for Change Orders received from the Contractor. CONSULTANT will respond in writing recommending approval, denial or adjustment. Generally, the CONSULTANT anticipates responding in no more than ten (10) working days. It is anticipated that there will be up to ten (10) requests for Change Order for this project. When needed the Design Engineer (Engineer of Record) may review and comment on the change orders.
- Witness and document required testing as dictated by the Design Engineer (Engineer of Record).
- Provide regular updates to the COUNTY on project status and schedule.
- The CONSULTANT shall set up and maintain a Microsoft SharePoint (or other similar content management software) to store project documents and grant access to the COUNTY and Design Engineer (Engineer of Record).

Task 3 – Construction Closeout

Towards the end of construction and following Final Completion, the CONSULTANT shall perform the following:

- Attend a walkthrough for Substantial Completion. The CONSULTANT will also document any deficiencies in a written punch list to be shared with the Contractor.
- Following the Substantial Completion Walkthrough, CONSULTANT shall inspect to verify completion of all outstanding punch list items prior to the FINAL walkthrough.
- Attend system startups and commissioning to be scheduled and performed by the Contractor.
- Utilize Redlines provided by the Contractor, the Contractor's as-built survey information, and notes from CONSULTANT inspectors to prepare final as-built plans to be signed and sealed by a Florida Registered Professional Engineer.
- Coordinate the regulatory permit certifications to be certified by the Design Engineer (Engineer of Record).
- Attend all start-ups and commissioning and verified completion in compliance with contract terms and conditions.
- Review Operations & Maintenance Manuals and Start-Up reports and confirm acceptability.
- Assist COUNTY grant management staff with information required for reimbursement when needed.
- Provide records from construction including all permit compliance documents, submittals and shop drawings, submittal logs, testing reports construction photos and daily report forms.

Task 4 – Additional CEI Time

Task 2 is based on an assumed twenty (20) month construction schedule based on the Invitation to Bid used to procure the construction contract. Through the course of construction, it is likely that the contractor may be due additional time for items such as inclement weather, change orders, material lead times or other factors outside of the control of the contractor, COUNTY or CONSULTANT. This scope includes up to four (4) additional months of CEI services to be used on if required by the contractor's schedule. These services will be extension of the task 2 services included herein.

Cost Proposal Summary

BASE SCOPE

Task 1 – Preconstruction Activities…… $ 44,346.00

Task 2 – CEI Services for 20 Months of Construction…… $ 747,340.00

Task 3 – Construction Closeout.…….$ 47,282.00

TOTAL BASE SCOPE SERVICES……$ 838,968.00

ADDITIONAL SERVICES (if required)

Task 4 – Additional 4 Months of CEI Services…….. $ 136,632.00

TOTAL CONTRACT AMOUNT……$ 975,600.00

All tasks are lump sum. CONSULTANT will invoice based on a percent complete for each task on a monthly basis.

If the construction duration is less than 20 months, the Task 2 fee will be reduced.

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Exclusions

- This proposal pertains to the Phase 1 Expansion project only. CEI services for the Phase 2 Expansion Project and for the Effluent Disposal contract can be added through Change Order at a later date.
- This proposal does not include an survey stake out or surveyed as-builts. CONSULTANT shall create the as-built plans from field note and contractor red lines using Cad files from the Engineer of Record.
- This proposal does not include an engineering design or permitting services. CONSULTANT assumes no liability for design errors or omissions.
- CONSULTANT does not guarantee contractor performance. CONSULTANT shall not direct the work of the contractor, determine construction means, methods or sequencing, subcontractor management and shall not stop the work of the contractor.
- Final certifications to FDEP for the wastewater plant expansion permit and the environmental resource permit will be prepared and submitted by others (Design Engineer/Engineer of Record).

EXHIBIT A - STAFF HOUR ESTIMATE

DeSoto County
DCR WWTP CEI Services - Phase 1
RFQ 26-01-00

STAFF HOUR ESTIMATE

BASE SCOPE

Staff Classification	Hourly Rate	Start Up	20 Months Construction																				Close Out	HRS	Extension
			M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18	M19	M20			
Professional 8	$ 285.00	40	24	24	24	24	20	20	20	20	18	18	18	18	18	18	16	16	16	16	16	16	36	456	$ 129,960.00
Professional 7	$ 262.00	16	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	0	176	$ 46,112.00
Professional 6	$ 230.00	10	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	0	170	$ 39,100.00
Professional 1	$ 135.00	130	88	88	78	78	68	68	58	58	58	58	58	58	58	58	58	58	58	58	58	58	90	1500	$ 202,500.00
Technician 5	$ 160.00	40	40	40	30	30	20	20	16	16	16	12	12	12	12	12	12	12	12	12	12	12	120	520	$ 83,200.00
Senior Inspector	$ 132.00	16	160	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	40	2496	$ 329,472.00
Administrative 2	$ 98.00	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	88	$ 8,624.00
																								5406	**$ 838,968.00**

ADDITIONAL SCOPE (If Needed)

Additional 4 Months				HRS	Extension
AM1	AM2	AM3	AM4		
16	16	16	16	64	$ 18,240.00
8	8	8	8	32	$ 8,384.00
8	8	8	8	32	$ 7,360.00
58	58	58	58	232	$ 31,320.00
10	10	10	10	40	$ 6,400.00
120	120	120	120	480	$ 63,360.00
4	4	4	4	16	$ 1,568.00
				896	**$ 136,632.00**

Total Hours 6302

Contract Total **$ 975,600.00**

Exhibit B – WEC Rate Schedule

WEILER ENGINEERING CORPORATION
WEC
An Apex Company

EB-6656 – ENGINEERING SERVICES INCLUDE CIVIL | LAND DEVELOPMENT | WATERFRONT RESORTS | UTILITIES | MUNICIPAL GOVERNMENT | STRUCTURAL | MINING | GIS - GPS

Hourly Rate Schedule

Professional 9	$330	CEI Services Manager	$220
Professional 8	$285	CEI Senior Project Administrator	$190
Professional 7	$262	CEI Project Administrator	$172
Professional 6	$230	Contract Support Specialist	$145
Professional 5	$205	Senior Inspector	$132
Professional 4	$187	CEI Inspector III	$119
Professional 3	$170	CEI Inspector II	$110
Professional 2	$145	CEI Inspector I	$98
Professional 1	$135	Compliance Specialist	$108
Technician 6	$188	CEI Inspector's Aide	$80
Technician 5	$160		
Technician 4	$138		
Technician 3	$117		
Technician 2	$92		
Technician 1	$82		
Administrative 3	$108		
Administrative 2	$98		
Administrative 1	$80		
Field Crew: 4-Person	$285		
Field Crew: 3-Person	$245		
Field Crew: 2-Person	$193		
Field Crew: 1-Person	$145		

Exhibit "D"
Federal Lobbying Certification

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each contract exceeding $100,000 proposed to use Federal Funds)

The undersigned certifies to the best of one's knowledge and belief that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Please check the appropriate box:
_____ No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

or

_____ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this_____ day of _____, 2026

By: _____ (name) _____ (title)
_____ (entity name)

DeSoto County

3/10/2026

Item #: 11.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Contract

DEPARTMENT: Utilities
SUBMITTED BY: **Megan Deuchar**
PRESENTED BY: **Greg Harris**

TITLE & DESCRIPTION:

Agreement Amendment No. 3 / DeSoto County Regional Wastewater Treatment Plant Expansion Phase 1 / Kimley-Horn and Associates, Inc.

REQUESTED MOTION:

Approve Agreement Amendment No. 3 with Kimley-Horn and Associates, Inc. for Limited Post-Design Construction Phase Services for Phase 1 of the DeSoto County Regional Wastewater Treatment Plant Expansion.

SUMMARY:

Staff is requesting approval of Agreement Amendment No. 3 to the existing Professional Services Agreement (23-06-00RFQ) with Kimley-Horn and Associates, Inc. to provide limited post-design construction phase services as Engineer of Record during Phase 1 construction.

BACKGROUND:

On June 5, 2023, the County entered into Contract No. 23-06-00RFQ with Kimley-Horn and Associates, Inc. for the design and permitting of Phase 1 improvements to the DeSoto County Regional Wastewater Treatment Plant Expansion.
The Agreement was subsequently amended on July 10, 2024, to add surveying services, and again on February 24, 2026, for revised stormwater drainage management system design and permitting services.
The original Agreement did not include construction phase services. Amendment No. 3 authorizes Kimley-Horn and Associates, Inc. to provide limited post-design construction phase services in order to maintain its role as Engineer of Record during Phase 1 construction. The total fee for these services is $199,910.00 and will be invoiced monthly based on the percentage of services performed.

FUNDS:

Budget Amount: **$1,175,510.00**

Actual Agenda Item: **$199,910.00**
Cost: **$199,910.00**
Account Number: **413-71085353100003**
Explanation: **Contingent on approval of the Budget Amendment**

DESOTO COUNTY
AMENDMENT THREE TO THE AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA
AND KIMLEY-HORN AND ASSOCIATES, INC.
23-06-00RFQ

THIS THIRD AMENDMENT TO THE AGREEMENT is made this _____ day of _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political Subdivision of the State of Florida hereinafter referred to as ("COUNTY") whose address is 201 E. Oak Street, Suite 201, Arcadia, Florida 34266, and **KIMLEY-HORN AND ASSOCIATES, INC.,** a North Carolina Corporation, authorized to do business in the State of Florida, hereinafter referred to as ("CONSULTANT"), whose address is 1777 Main Street, Suite 200, Sarasota, Florida, 34236, amending the agreement between the parties dated June 5, 2023, as amended (the "Agreement").

WHEREAS, an agreement was entered into on the 5th day of June 2023, between COUNTY and CONSULTANT for the design and permitting of the County's Regional Wastewater Treatment Plant; and

WHEREAS, the aforementioned Agreement was first amended on July 10, 2024, to add surveying services; and

WHEREAS, the Agreement was thereafter amended for a Second Amendment dated February 24, 2026, for revised stormwater drainage management system design and permitting services; and

WHEREAS, the COUNTY and CONSULTANT desire to further amend the Agreement to authorize CONSULTANT to provide limited post-design services in order to maintain its status as Engineer of Record for the Project, as more particularly set forth in Exhibit "A".

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

SECTION 1. INCORPORATION BY REFERENCE. The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true; and;

SECTION 2. ADDITIONAL SCOPE. The Consultant hereby agrees to provide Limited Post Design Services for the County as more particularly set forth in Exhibit "A", subject to the terms and conditions of the original Agreement which is incorporated herein by reference.

SECTION 3. Except as specifically provided for herein, all other provisions of the Agreement, dated June 5, 2023, as amended, shall remain in full force and effect.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment to the Contract as of the _____ of _____ 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

By: _____
Mandy J. Hines
County Administrator

By: _____
Steve Hickox
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

_____
Valerie Vicente
County Attorney

Date: _____

WITNESSES:

_____

_____

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit “A”

CONSULTANT Proposal for Amendment No. 3 – Limited Post-Design Construction Phase Services (Attached Hereto and Incorporated Herein)

AMENDMENT TO THE CONTRACT FOR DESOTO COUNTY REGIONAL WASTEWATER TREATMENT PLANT EXPANSION DESIGN AND PERMITTING, 23-06-00RFQ, DATED JUNE 5th, 2023 ("THE AGREEMENT") BETWEEN DESOTO COUNTY ("COUNTY") AND KIMLEY-HORN AND ASSOCIATES, INC. ("CONSULTANT")

AMENDMENT 3 – LIMITED POST-DESIGN CONSTRUCTION PHASE SERVICES

PROJECT UNDERSTANDING

The DeSoto County Regional (DCR) Wastewater Treatment Plant (WWTP) is an extended aeration facility, located on a 160-acre County owned parcel on SE Highway 31, with a current rated capacity of 0.950 million-gallons per day (MGD). DeSoto County ("COUNTY") is proceeding with a two-phased expansion to increase the DCR WWTP capacity to 1.40 MGD (Phase 1) and 2.0 MGD (Phase 2) in separate phases.

The COUNTY has retained Kimley-Horn and Associates, Inc. ("CONSULTANT") to provide limited construction phase services for Phase 1 as the Engineer of Record during construction. CONSULTANT will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. CONSULTANT does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents. The COUNTY has retained Weiler Engineering Corporation, LLC. (WEC) to provide the balance of construction phase services, including field inspection services, as detailed in 26-01-00RFQ necessary to deliver the Phase 1 expansion.

SCOPE OF SERVICES

CONSULTANT will provide the construction phase services specifically set forth below.

TASK 6: SERVICES DURING CONSTRUCTION

A. Meeting & Site Visits:

i. CONSULTANT will attend the in-person pre-construction meeting, facilitated by WEC, with the COUNTY and COUNTY's Contractor. CONSULTANT will review the meeting summary provided by WEC and provide comments as needed.

ii. It is understood WEC will coordinate with Contractor to determine the schedule for construction events that require inspection and when tests that require the presence of COUNTY staff for inspections or witnessing are scheduled. CONSULTANT will provide incremental feedback on the inspection and testing schedule for coordination of CONSULTANT's attendance during testing as the Engineer of Record.

iii. CONSULTANT will make bi-monthly site visits (up to twelve (12)) to observe the progress of the work, acting as the Engineer of Record. Observations will not be exhaustive or

extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation for conformance with the design intent of the Contract Documents. These site visits do not take the place of the regular construction observations WEC is contracted to perform.

iv. CONSULTANT will attend monthly, virtual progress meetings, facilitated by WEC, with COUNTY and Contractor to review construction progress and provide Contractor clarifications specifically related to the design intent and functionality of the plant. CONSULTANT will review meeting summaries and provide comments as needed for up to twenty-four (24) progress meetings.

v. CONSULTANT will review weekly field observation reports prepared by WEC for general conformance with permit conditions and technical standards described in the Contract Documents.

B. Support for Contractor Submittals:

i. It is understood WEC will review all shop drawings, material samples, results of tests and inspections, operation and maintenance manuals, equipment warranties, and other miscellaneous plans and construction-related data. CONSULTANT will conduct a secondary review of the following shop drawing submittals for compliance, and alignment with the project specifications:

i. Rotary drum screen(s)

ii. Blowers

iii. Package Wastewater Treatment Plant

iv. Effluent Pump Station Vertical Turbine Pumps

CONSULTANT’s review will be for general conformity to the Contract Documents and will not relieve Contractor of any of their contractual responsibilities. CONSULTANT’s review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

CONSULTANT will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor for the submittals listed in this subtask in accordance with the Contract Documents.

ii. CONSULTANT will provide technical clarification and interpretation of the construction drawings and technical specifications in response to Contractor-initiated Requests for Information (RFIs) as needed when clarifications impact the design intent and functionality of the project. CONSULTANT will provide written responses for up to ten (10) reasonable and appropriate Contractor RFIs.

iii. CONSULTANT will review and provide recommendations for up to five (5) Change Orders (COs) when COs may affect the design intent and functionality of the Phase 1 improvements.

C. Start-up & Project Close-out

i. CONSULTANT will assist COUNTY, WEC, and the Contractor during systems startup and commissioning to confirm mechanical process improvements and electrical, instrumentation and controls (EI&C) functionality in accordance with the design. It is understood WEC will conduct a preliminary review of the Contractor's proposed method and schedule for startup of the equipment and facilities, and review results of test data for conformance with design standards.

ii. CONSULTANT will witness Contractor-lead system checkouts and startup testing and assist with troubleshooting. CONSULTANT will conduct up to five (5) site visits with COUNTY, the Contractor, and their representatives, in addition to those described in Task 6.A.iii, for systems startup.

iii. CONSULTANT will attend a substantial completion site visit walkthrough with the COUNTY, WEC, and the Contractor. It is understood WEC will prepare a substantial completion punchlist; CONSULTANT will review the draft substantial completion punchlist and make recommendations as needed. CONSULTANT will attend the Final Acceptance inspection to verify that punchlist items related to permit conditions and functionality of the Phase 1 improvements have been satisfactorily completed.

iv. It is understood WEC will prepare the forms and compile the supporting documentation for final acceptance by the COUNTY and to request final certification for permits. The documents will be submitted to CONSULTANT and the COUNTY for review and to secure signatures; WEC will submit the final applications to regulatory agencies.

v. CONSULTANT will review redline markups of the construction drawings maintained by WEC and the Contractor. CONSULTANT will prepare final record drawings and incorporate Contractor's redlined as-built data into the Construction Drawings. Record drawings are not guaranteed to be as-built but will be based on information made available to CONSULTANT.

i. CONSULTANT will submit a draft of the final record drawings to COUNTY and WEC prior to project close-out for review and comment. Draft final record drawings will consist of an electronic copy of the plans in PDF.

ii. CONSULTANT will incorporate comments from WEC and the COUNTY into final record drawings. CONSULTANT will submit final record drawings to COUNTY consisting of: one (1) full size (22" x 34") hard copy, one (1) half size (11" x 17") hard copy, and one (1) electronic copy on a thumb drive in PDF.

COUNTY RESPONSIBILITIES

COUNTY will be responsible for the following:

A. Providing requested information, if available.

B. Assigning a Project Manager, who will serve as the primary point of contact for the CONSULTANT during the project.

C. Provide site access for construction phase services.

FEES & EXPENSES

Kimley-Horn will perform the services in Tasks 6 for the total lump sum fee of $199.910.00. All permitting, application, and similar project fees will be paid directly by the COUNTY.

TASK	DESCRIPTION	FEE
6	SERVICES DURING CONSTRUCTION (OFFICE)	$199,910.00
	TOTAL LUMP SUM FEE	**$199,910.00**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting the mutually agreed-upon schedule for a 24-month project duration for construction phase services.

ADDITIONAL SERVICES

Services requested that are not specifically included can be provided under a contract amendment, a new and separate IPO agreement, or on an hourly basis upon written authorization.

DeSoto County

3/10/2026

Item #: 12.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Bid

DEPARTMENT: Social Services
SUBMITTED BY: **Lauri Benson**
PRESENTED BY: **Lauri Benson**

TITLE & DESCRIPTION:
Bid Awards/SHIP - HHRP

REQUESTED MOTION:
To approve CSP Contracting as the lowest bidder for the home rehabilitations at 1821 SW MLK Jr. St, 715 S Orange Ave, and 514 Bond St.

SUMMARY:
The Social Services Department sent out a notice to bidders for three homes and received bids from two Contractors. The lowest bidder for all three homes is CSP Contracting.

BACKGROUND:
The Social Services Department requires bids for home rehabilitation that use SHIP and HHRP funding.

FUNDS:
Budget Amount: **$210,000**
Actual Agenda Item: **$159,800**
Cost: **$159,800**
Account Number: **141-71295543400000-141-71265543400000**
Explanation: **Homes will be rehabbed with SHIP and HHRP funds**

HOUSING REHABILITATION PROGRAM

Time: 2:00 PM **Thursday, February 12, 2025**

CONTRACTOR	D. Williams 1821 SW MLK Jr St.	C. Price 715 S Orange Ave.	B. Roosevelt 514 Bond St.
RD Welch	$ 98,621.19	$	$ 70,144.54
CSP Contracting	$ 98,500.00	$ 13,300	$ 68,000.00
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$

Opened By: Megan Deuchar

Verified By: Juana Sanchez

HOUSING REHABILITATION PROGRAM

Time: 11:35

Monday, March 2, 2026

	1821 SW MLK JR ST						
CONTRACTOR							
CSP Contracting	$ 78,500	$	$	$	$		
RD Welch Co	$ 85,414.55	$	$	$	$		
	$	$	$	$	$		
	$	$	$	$	$		
	$	$	$	$	$		
	$	$	$	$	$		
	$	$	$	$	$		

Opened By: [signature]

Verified By: Lauri Benson

BID LOG
INVITATION TO BID
HOUSING REHABILITATION PROGRAM

Opening Date: **Time: 2:00 PM**

Stamp sealed bid packages as received. Please list below the name on the sealed bid package, the date and time the package was received and your initials.

BIDDER NAME	DATE RECEIVED	TIME RECEIVED	INITIALS
CSP Contracting	02/27/2026	2:50 PM	LG
RD Welch company	03/02/2026	10:58 AM	LG

BID LOG
INVITATION TO BID
HOUSING REHABILITATION PROGRAM

Opening Date: February 12, 2026 **Time: 2:00 PM**

Stamp sealed bid packages as received. Please list below the name on the sealed bid package, the date and time the package was received and your initials.

BIDDER NAME	DATE RECEIVED	TIME RECEIVED	INITIALS
CSP Contracting	2/9/2026	3:45 PM	MD
RD Welch Company	2/12/2026	1:03 PM	MD

Desoto County

Housing Department Owner Occupied Rehabilitation Program
Work Write-Up/Bid Form

Owner: Williams, Dessie

Address: 1821 Martin Luther King Jr.

Phone

Codes and Standards: All work to be performed shall be in accordance with all applicable codes, laws, regulations, and rules such as: The 2023 Florida Building Code- Residential, Federal, State, and Local Codes, Manufacturer's Specifications for Installation, Title X Standards for Lead Base Paint and Statute 469 Regarding Asbestos.

This is a home that will be rehabbed

Item # **001 Interior: Replace any damaged drywall and texture to match existing. Replace kitchen cabinets and counter tops, Replace bathroom vanities. ~~Repair or replace any interior doors that are damaged or not functioning properly.~~ Remove all wall tile in guest bath.**

Bid price for item #001. $10,000

Item #002 Exterior: ~~Fix cracks and holes in block, repair or replace any damaged fascia, and repaint exterior of home with two coats of paint, this includes ceiling, doors and trim.~~ Replace windows with impact resistant double pane windows. Replace all exterior doors with like kind. Replace dryer vent cover.

Bid Price for item #002 $ 33,500

Item #003: Electrical: Install smoke detectors per code. Make sure GFCIs are installed and functioning in all required locations. Replace kitchen light, and front porch light, circuit is malfunctioning from switch. Check continuity for all circuits, owner states that she has random problems with multiple circuits. Owner has ceiling fan for back left bedroom, change out the existing ceiling fan and provide and change out fan in back right room. Change out vanity lights. Change out stove and hood.

Bid Price for item #003 $ 8,000

Home Owner's signature. _____

Contractor's signature. _____

Item # 004: Plumbing: Reset and grout toilet. Remove tub and tile and construct a roll in shower with tile walls. Replace shower valve and raise to approximately 48" to include trim and a hand held shower. Replace sinks and faucets in bathrooms. Install two grab bars in shower. Replace kitchen sink to include faucet, drains and waste.

Bid price for item # 004: $14,000

Item #005: Septic: Pump out septic tank and Replace drainfield. Figure for permits and all materials to complete task.

Bid price for item #005: 13,000

Total Bid Price $78,500

Home Owner's signature. _____

Contractor's signature. _____

All work must be performed in a workmanlike manner, in accordance with the Housing Program Specifications, State/local codes, and manufacturer's specification. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein.

All items are to be cost itemized and signed by contractor in the space provided on each page or the bid will be rejected.

Work must be completed and approved ("approved" means obtaining a certificate of completion from the building dept., having the housing dept approval and the homeowner's approval within 120 days of the issuance of the contract. This house will be occupied while construction is completed.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulations, and that I am eligible to participate in the Desoto County Housing Program. I also agree that change orders above the original contract amount shall only be paid for with Housing Program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his/her representative, the contractor, and local government prior to any initiation of work based on that change order.

Contractor Name (Print Name): Jimmy Seib

Contractor Signature: Jimmy Seib

Contractor Address: 1735 SE Apple Dr Arcadia Fl 34266

Contractor Phone Number: 863-302-6649

Official use only

Date submitted: _____ **Date accepted:** _____

Bid opened by: _____ **Witnessed by:** _____

Date opened: _____ **Time:** _____ **Work write-up prepared by:** _____ **Date:** _____

RTP WELCH COMPANY

Desoto County

Housing Department Owner Occupied Rehabilitation Program
Work Write-Up/Bid Form

Owner: Williams, Dessie

Address: 1821 Martin Luther King Jr.

Phone (863) 244-8520

Codes and Standards: All work to be performed shall be in accordance with all applicable codes, laws, regulations, and rules such as: The 2023 Florida Building Code- Residential, Federal, State, and Local Codes, Manufacturer's Specifications for Installation, Title X Standards for Lead Base Paint and Statute 469 Regarding Asbestos.

This is a home that will be rehabbed

Item **# 001 Interior: Replace any damaged drywall and texture to match existing. Replace kitchen cabinets and counter tops, Replace bathroom vanities. ~~Repair or replace any interior doors that are damaged or not functioning properly.~~ Remove all wall tile in guest bath.**

Bid price for item #001. $29,983.53

Item #002 Exterior: ~~Fix cracks and holes in block, repair or replace any damaged fascia, and repaint exterior of home with two coats of paint, this includes ceiling, doors and trim.~~ Replace windows with impact resistant double pane windows. Replace all exterior doors with like kind. Replace dryer vent cover.

Bid Price for item #002 $24,331.43

Item #003: Electrical: Install smoke detectors per code. Make sure GFCIs are installed and functioning in all required locations. Replace kitchen light, and front porch light, circuit is malfunctioning from switch. Check continuity for all circuits, owner states that she has random problems with multiple circuits. Owner has ceiling fan for back left bedroom, change out the existing ceiling fan and provide and change out fan in back right room. Change out vanity lights. Change out stove and hood.

Bid Price for item #003 $7,712.15

Home Owner's signature. _____

Contractor's signature. Reece D Welch

Item # 004: Plumbing: Reset and grout toilet. Remove tub and tile and construct a roll in shower with tile walls. Replace shower valve and raise to approximately 48" to include trim and a hand held shower. Replace sinks and faucets in bathrooms. Install two grab bars in shower. Replace kitchen sink to include faucet, drains and waste.

Bid price for item # 004: $4,725.95

Item #005: Septic: Pump out septic tank and Replace drainfield. Figure for permits and all materials to complete task.

Bid price for item #005: $18,661.50

Total Bid Price $85,414.55

Home Owner's signature. _____

Contractor's signature. Reece Welch

NOTE: Replacing the Front door and Kitchen door with Non-Glazed doors could save $2,216.80

All work must be performed in a workmanlike manner, in accordance with the Housing Program Specifications, State/local codes, and manufacturer's specification. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein.

All items are to be cost itemized and signed by contractor in the space provided on each page or the bid will be rejected.

Work must be completed and approved ("approved" means obtaining a certificate of completion from the building dept., having the housing dept approval and the homeowner's approval within 120 days of the issuance of the contract. This house will be occupied while construction is completed.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulations, and that I am eligible to participate in the Desoto County Housing Program. I also agree that change orders above the original contract amount shall only be paid for with Housing Program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his/her representative, the contractor, and local government prior to any initiation of work based on that change order.

Contractor Name (Print Name): Reece D. Welch

Contractor Signature: Reece D Welch

Contractor Address: 4 E Oak St
Arcadia, FL 34266

Contractor Phone Number: (863) 990-1276

Official use only

Date submitted: _____ **Date accepted:** _____

Bid opened by: _____ **Witnessed by:** _____
Date opened: _____ **Time:** _____ **Work write-up prepared by:** _____ **Date:** _____

Desoto County

Housing Department Owner Occupied Rehabilitation Program
Work Write-Up/Bid Form

Owner: Price, Charmian

Address: 715 South Orange Ave.

Phone

Codes and Standards: All work to be performed shall be in accordance with all applicable codes, laws, regulations, and rules such as: The 2023 Florida Building Code- Residential, Federal, State, and Local Codes, Manufacturer's Specifications for Installation, Title X Standards for Lead Base Paint and Statute 469 Regarding Asbestos.

This is a home that will be rehabbed

Item # **001 Interior: Repair and reinstall cabinet doors, replace damaged base and trim, paint to match existing. Install smoke detectors in all required locations**

Bid price for item #001. $2250

Item #002 Exterior: Remove rear door and jamb, replace with fiberglass door with composite jamb. Replace any trim needed. Paint door and trim inside and out to match existing as close as possible. Replace seals at front door, make any adjustments necessary for door to function properly. Paint jamb to match as close as possible. Tent the home for termites.

Bid Price for item #002 $8,800

Item #003: Electrical: Install smoke detectors per code. Make sure GFCIs are installed and functioning in all required locations.

Bid Price for item #003 $2250 Job Total - $13,300

Home Owner's signature._____

Contractor's signature.

All work must be performed in a workmanlike manner, in accordance with the Housing Program Specifications, State/local codes, and manufacturer's specification. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein.

All items are to be cost itemized and signed by contractor in the space provided on each page or the bid will be rejected.

Work must be completed and approved ("approved" means obtaining a certificate of completion from the building dept., having the housing dept approval and the homeowner's approval within 120 days of the issuance of the contract. This house will be occupied while construction is completed.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulations, and that I am eligible to participate in the Desoto County Housing Program. I also agree that change orders above the original contract amount shall only be paid for with Housing Program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his/her representative, the contractor, and local government prior to any initiation of work based on that change order.

Contractor Name (Print Name): Jimmy Seib

Contractor Signature: _____

Contractor Address: 1735 SE Apple Dr Arcadia Fl 34266

Contractor Phone Number: 863-303-6649

Official use only

Date submitted: _____ **Date accepted:** _____

Bid opened by: _____ **Witnessed by:** _____

Date opened: _____ **Time:** _____ **Work write-up prepared by:** _____ **Date:** _____

Desoto County

Housing Department Owner Occupied Rehabilitation Program
Work Write-Up/Bid Form

Owner: Brady, Roosevelt

Address: 514 Bond St.

Phone

Codes and Standards: All work to be performed shall be in accordance with all applicable codes, laws, regulations, and rules such as: The 2023 Florida Building Code- Residential, Federal, State, and Local Codes, Manufacturer's Specifications for Installation, Title X Standards for Lead Base Paint and Statute 469 Regarding Asbestos.

This is a home that will be rehabbed

Item # **001 Interior: Remove all vinyl and carpet, install new flooring throughout entire house with plank glue down vinyl. Replace any damaged drywall and texture to match existing. Patch cracks in ceiling and walls. Repaint those areas to match existing as close as possible. Replace any missing or damaged trim, if quarter round is needed where new flooring is installed figure for that. Replace lower cabinets and countertops in kitchen. Replace bath vanity and use original top. Replace back bedroom door. Replace non working stove, refrigerator, and hood**

Bid price for item #001. $37,500

Item #002 Exterior: Fix cracks and holes in block and repaint exterior of home with two coats of paint, this includes ceiling, doors and trim. Replace windows with impact resistant double pane windows. Replace exterior doors to include threshold, jambs, and locks keyed alike. Replace or repair damaged screen door and screens on porch.

Bid Price for item #002 $16,500

Item #003: Electrical: Install smoke detectors per code. Make sure GFCIs are installed and functioning in all required locations. Change out ceiling fan on front porch.

Bid Price for item #003 $ 2,500

Home Owner's signature._____

Contractor's signature. Tracy LB

Item # 004: Mechanical: Change out condenser, air handler and programmable thermostat. Check ducts for leaks and make any necessary corrections.

Bid price for item # 004 $11,000

Item # 005: Plumbing: Install handle on tub valve.

Bid price for item # 005: $500

Total Bid Price $68,000

Home Owner's signature. _____

Contractor's signature. _____

All work must be performed in a workmanlike manner, in accordance with the Housing Program Specifications, State/local codes, and manufacturer's specification. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein.

All items are to be cost itemized and signed by contractor in the space provided on each page or the bid will be rejected.

Work must be completed and approved ("approved" means obtaining a certificate of completion from the building dept., having the housing dept approval and the homeowner's approval within 120 days of the issuance of the contract. This house will be occupied while construction is completed.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulations, and that I am eligible to participate in the Desoto County Housing Program. I also agree that change orders above the original contract amount shall only be paid for with Housing Program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his/her representative, the contractor, and local government prior to any initiation of work based on that change order.

Contractor Name (Print Name): Jimmy Seib

Contractor Signature: _____

Contractor Address: 1735 SE Apple Dr Arcadia Fl 34266

Contractor Phone Number: 863 - 303 - 6649

Official use only

Date submitted: _____ **Date accepted:** _____

Bid opened by: _____ **Witnessed by:** _____
Date opened: _____ **Time:** _____ **Work write-up prepared by:** _____ **Date:** _____

RD WELCH COMPANY

Desoto County

Housing Department Owner Occupied Rehabilitation Program
Work Write-Up/Bid Form

Owner: Brady, Roosevelt

Address: 514 Bond St.

Phone (863) 231 - 8406

Codes and Standards: All work to be performed shall be in accordance with all applicable codes, laws, regulations, and rules such as: The 2023 Florida Building Code- Residential, Federal, State, and Local Codes, Manufacturer's Specifications for Installation, Title X Standards for Lead Base Paint and Statute 469 Regarding Asbestos.

This is a home that will be rehabbed

Item # **001 Interior: Remove all vinyl and carpet, install new flooring throughout entire house with plank glue down vinyl. Replace any damaged drywall and texture to match existing. Patch cracks in ceiling and walls. Repaint those areas to match existing as close as possible. Replace any missing or damaged trim, if quarter round is needed where new flooring is installed figure for that. Replace lower cabinets and countertops in kitchen. Replace bath vanity and use original top. Replace back bedroom door. Replace non working stove, refrigerator, and hood**

Bid price for item #001. $36,130.69

Item #002 Exterior: Fix cracks and holes in block and repaint exterior of home with two coats of paint, this includes ceiling, doors and trim. Replace windows with impact resistant double pane windows. Replace exterior doors to include threshold, jambs, and locks keyed alike. Replace or repair damaged screen door and screens on porch.

Bid Price for item #002 $19,504.81

Item #003: Electrical: Install smoke detectors per code. Make sure GFCIs are installed and functioning in all required locations. Change out ceiling fan on front porch.

Bid Price for item #003 $3,731.00

Home Owner's signature. _____

Contractor's signature. Reece Welch

Item # 004: Mechanical: Change out condenser, air handler and programmable thermostat. Check ducts for leaks and make any necessary corrections.

Bid price for item # 004 $10,596.04

Item # 005: Plumbing: Install handle on tub valve.

Bid price for item # 005: $182.00

Total Bid Price $70,144.54

Home Owner's signature. _____

Contractor's signature. Reece P Welch

All work must be performed in a workmanlike manner, in accordance with the Housing Program Specifications, State/local codes, and manufacturer's specification. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein.

All items are to be cost itemized and signed by contractor in the space provided on each page or the bid will be rejected.

Work must be completed and approved ("approved" means obtaining a certificate of completion from the building dept., having the housing dept approval and the homeowner's approval within 120 days of the issuance of the contract. This house will be occupied while construction is completed.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulations, and that I am eligible to participate in the Desoto County Housing Program. I also agree that change orders above the original contract amount shall only be paid for with Housing Program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his/her representative, the contractor, and local government prior to any initiation of work based on that change order.

Contractor Name (Print Name): Reece D. Welch

Contractor Signature: Reece D Welch

Contractor Address: 4 E Oak St
Arcadia, FL 34266

Contractor Phone Number: (863) 990-1276

Official use only

Date submitted: _____ **Date accepted:** _____

Bid opened by: _____ **Witnessed by:** _____
Date opened: _____ **Time:** _____ **Work write-up prepared by:** _____ **Date:** _____

DeSoto County

3/10/2026

Item #: 13.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Contract

DEPARTMENT: Administration
SUBMITTED BY: **Cindy Talamantez**
PRESENTED BY: **Mandy Hines**

TITLE & DESCRIPTION:
Metal Storage Building-Hope DeSoto

REQUESTED MOTION:
Approve or Deny the Contract with RD Welch Company for construction services contingent upon an approved budget Amendment to fully fund the project.

SUMMARY:
Metal Storage Building-Hope DeSoto

BACKGROUND:
DeSoto County was notified that the Hope DeSoto organization received a $50,000 grant to purchase a metal building for the storage of disaster relief materials. These materials are intended to support the community following storm events, with the goal of maintaining locally available supplies such as plywood, drywall, tarps, and other essential building materials for immediate response and recovery.
The Board subsequently allocated $65,000 in the current budget to support the installation of the building and associated construction costs. Staff engaged Weiler Engineering to assist with the preparation of a design criteria package. The project was formally advertised, and the lowest responsive bid received was $202,313.34.
Staff evaluated potential cost-saving measures and coordinated with the Road and Bridge Department, which agreed to perform the required site work. This included providing fill material, constructing the building pad, and completing the driveway and parking area. The project was then rebid with these scope elements removed. The lowest responsive bid under the revised scope was $137,014.44.
Based on available funding, the project currently has an estimated shortfall of approximately $22,100. If Hope DeSoto is unable to secure additional funding, the remaining amount would need to be funded through a budget amendment utilizing General Fund reserves.

FUNDS:
Budget Amount: **$115,000.00- $50,000 Grant/$65,000 County funds**
Actual Agenda Item Cost: **$137,014.44**
Account Number: **001-71495196200000**
Explanation: **An additional $22,100 is needed to complete the project**

CONSTRUCTION AGREEMENT

THIS AGREEMENT is entered effective as of the date signed by the last party below (the “Effective Date”) by and between DESOTO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 201 E. Oak Street, Second Floor, Arcadia, Florida 34266 (the "County"), hereby contracts with **RD Welch Company** (the "Contractor") of 4 East Oak Street, Arcadia, FL. 34266 a contractor licensed to perform all work in the State of Florida in connection with the County's Project **Storage Building Construction Project, Project No. #26-07-01ITB** (the "Project"), as said work is set forth in the Plans and Specifications prepared by Weiler Engineering Corporation, the Engineer (the "Consultant") and other Contract Documents hereafter specified (the "Work").

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

Section 1. Contract Documents.

1.1. The Contract Documents consist of this Agreement, the Exhibits described in Section 36 hereof, the Legal Advertisement, ITB #26-07-01 Intent and General Information, the Instructions to Bidders, the Contractor’s Bid proposal and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

1.2. The Consultant is the initial interpreter of the Contract Documents but is not the judge between the County and the Contractor. The County reserves the right to make final decisions considering the Consultant’s recommendations or interpretations of the Contract Documents. The Consultant does not have authority to obligate or commit the County to fund additional expenditures or approve extensions of time over the approved Contract Time or Amount. However, the Consultant’s interpretation as to the intent of his design shall be final and not subject to interpretation by the County’s staff.

1.3. Any Work that may be reasonably inferred from the specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: (1) Change Orders; (2) the Agreement, including amendments and Exhibits; (3) Field Orders; (4) the solicitation documents, including any addenda. The Contract Documents listed above represent the

entire and integrated Agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

1.4. Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

1.5. The County shall furnish to the Contractor up to three (3) sets of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

1.6. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

1.7. Construction services provided by Contractor for the Project shall be under the general direction of **Harry Akins, Facilities Director,** or their successor, who shall act as the County's representative during the term of this Agreement. If the County's representative is not a County employee, then County's representative is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without express approval by the Department Director, County Administrator, or Board of County Commissioners.

1.8. The County's representative, within the authority conferred by the Board of County Commissioners, shall initiate written Change Orders, and notification to the Contractor of any and all changes approved by the County in the Contractor's: (1) compensation; (2) time and/or schedule of service delivery; (3) and any amendment (s) or other change(s) relative to the Work pursuant to this Contract or Change Orders pertaining thereto. Following County approval, the County's representative shall coordinate issuance of any such documents. The County's representative shall be responsible for acting on the County's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract or any amendments, or Change Orders issued hereunder.

1.9. Neither the Contractor nor any Subcontractor, Supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the County shall have or acquire any title to or ownership rights to any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Consultant; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the County or their Consultant and the specific written verification or adaptation by the Consultant.

Section 2. Scope of Work.

2.1. The Project consists of [Project Description] as set forth in the Plans and Specifications prepared by the Consultant. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, transportation, fuel,

supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement to complete the Project.

2.2. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Contract Documents.

Section 3. Contract Amount.

3.1. In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: **$137,014.44** or in WORDS: **ONE HUNDRED THIRTY-SEVEN THOUSAND FOURTEEN DOLLARS AND FORTY-FOUR CENTS.**

The Contractor’s cost proposal is included on the following page.

DESOTO COUNTY
STORAGE BUILDING CONSTRUCTION PROJECT
26-07-01ITB

BID FORM

PRICES INDICATED HEREIN REFLECT STRICT COMPLIANCE WITH TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS OF THIS INVITATION TO BID, OR WITH EXCEPTION DETAILED IN AN ENCLOSURE APPENDED HERETO.

BASE BID – COMPLETE CONTRACTOR SCOPE OF WORK:			
QTY.	**U/M**	**COMMODITY OR SERVICES**	**TOTAL PRICE**
1	**LUMP SUM**	**Construction of the DeSoto County Storage Building at the Turner Center** – Lump sum bid for the complete Contractor Scope of Work, including the metal building, permitting coordination, materials, engineering of the concrete slab, foundation/slab construction, delivery, unloading, unpackaging, and erection of a pre-engineered 40' × 50' metal building, doors, lighting, site restoration, and all other labor, equipment, and incidentals necessary for a complete and usable facility in accordance with the Scope of Work and Contract Documents.	$137,014.44

Write out amount

one hundred thirty seven thousand fourteen dollars and forty four cents

METAL BUILDING COST – DEDUCTIVE (COUNTY DIRECT PURCHASE OPTION)			
QTY.	**U/M**	**COMMODITY OR SERVICES**	**TOTAL PRICE**
1	**LUMP SUM**	The lump sum price above shall include the cost of the metal building and all associated expenses. Bidders shall clearly identify the separate cost of the metal building included in the lump sum price below. This amount shall be used solely for a deductive change order if the County elects to purchase the metal building directly.	$37,549.29

Company Name: RD Welch Company

Contact Name: Reece Welch

Address: 4 E Oak St.

City & State: Arcadia FL.

Phone: 863- 990-1276

Fax: n/a

E-mail: reece@rdwelchcompany.com

Signature: Reece Welch

Date: 2/24/26

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

3.2. If the Contract Amount includes an Allowance, the Contractor shall cause the Work covered by the Allowance to be done for such sums within the limits of the Allowance as the County may approve. The Contractor agrees that the Contract Amount includes such sums as they deem proper for costs and any profit on account of any Allowances. No demands for an additional sum for overhead or profit will be allowed.

3.3. Any agreed upon changes to the Contract Amount must be accomplished by an approved, written Change Order in the form attached to this Agreement.

3.4. The County may subsequently identify items eligible for direct purchase for sales tax savings. The County shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any supplies, materials or equipment included in the Contractor's bid for the Contract. The County reserves the right to require Contractor to assign to the County agreements with suppliers for such goods. Contractor shall, from time to time submit, update and keep current, for consideration by the County, a list of all materials, supplies and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies and equipment with an aggregate purchase value of less than $10,000 need not be listed. Goods not required for the performance of the Contract shall not be purchased under this Agreement. The County reserves the right to delete or add items from this Agreement when it is in the County's best interest. Upon approval by the County, the Contractor will provide a worksheet by electronic means which will include a proposal from the vendor detailing the description of the item to be purchased, total price and sales tax to be deducted. The County will then issue a purchase order directly to the vendor for the cost of the item less the sales tax. Upon completion of all direct purchases the Contractor will prepare a deductive Change Order reducing the Contract Amount by the total amount of the purchases, inclusive of all sales tax, shipping, handling, insurance, and other similar charges paid by Owner. Administrative costs incurred by the Contractor with this Agreement, including administering the purchases in the name of the County, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Contract Amount because of the service provided by the Contractor in the purchase of property, materials, et cetera, in the name of the County.

3.5 Contractor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

3.6. Contractor acknowledges that funding for the Services outlined herein is provided

by a grant awarded to County through the United States Environmental Protection Agency (EPA) and as such, payments due to Consultant may be dependent and contingent on the County's receipt of grant reimbursements from the EPA pursuant to the grant

Section 4. Bonds.

4.1. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. If the Contract is increased by a Change Order, it shall be the Contractor's responsibility to ensure that the Performance and Payment Bonds are amended accordingly, and a copy of the amendment forwarded to the County. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

4.2. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Section 5. Contract Time and Liquidated Damages

5.1. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" is established in the Notice to Proceed to be issued by the County. Written Notice to Proceed is contingent upon and will be done subsequent to the Contractor fully satisfying the County's stated insurance and Bond submittal requirements. The Contractor shall commence the Work within ten (10) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within **154 calendar days** from the Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Consultant when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within **184 calendar days** from the Commencement Date (herein "Contract Time").

5.2. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for

herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, **$250.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the Consultant issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

5.3. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. All days shall mean calendar day and not business day.

Section 6. Intent of Contract Documents

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

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

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

Section 7. Investigation and Utilities

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

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

Section 8. Schedule

8.1. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County and Consultant, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

8.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's and Consultant's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The County's and the Consultant's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 9. Progress Payments

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

9.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the Consultant a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

9.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.

9.4. Contractor shall submit two (2) copies of its monthly Application for Payment to the Consultant on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered

for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Consultant shall either:

9.4.1 indicate his approval of the requested payment;

9.4.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or

9.4.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment and the action necessary to make the payment request proper.

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

9.5. The County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the Consultant for payment, whichever is less. Such sums shall be accumulated and released to Contractor with final payment.

9.6. Monthly payments to Contractor shall in no way imply or constitute approval or acceptance of Contractor's work.

9.7. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

9.8. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the County's and the Consultant's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 10. Payments Withheld

10.1. The Consultant or the County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Consultant or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

10.1.1 Defective Work not remedied;

10.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

10.1.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

10.1.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

10.1.5 Reasonable indication that the Work will not be completed within the Contract Time;

10.1.6 Unsatisfactory prosecution of the Work by the Contractor;

10.1.7 Failure to provide accurate and current "As-Builts"; or

10.1.8 Any other material breach of the Contract Documents.

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

Section 11. Final Payment

11.1. The County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the County and the Consultant in accordance with Section 26.A. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.

11.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Consultant or the County at the time of final inspection.

Section 12. Submittals and Substitutions

12.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

12.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to Consultant within thirty (30) calendar days after Notice of Award is received by Contractor.

12.3. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Consultant for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the

Consultant in evaluating the proposed substitute. The Consultant may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

12.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Consultant, if Contractor submits sufficient information to allow the Consultant to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Consultant shall be the same as those provided herein for substitute materials and equipment.

12.5. The Consultant shall be allowed a reasonable time within which to evaluate each proposed substitute. The Consultant shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Consultant's and the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Consultant will record time required by the Consultant and the Consultant's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the County accepts a proposed substitute, Contractor shall reimburse the County for the charges of the Consultant and the Consultant's consultants for evaluating each proposed substitute, or such charges may be deducted from an application for payment, at the County's sole discretion.

Section 13. Daily Reports, As-Builts and Meetings

13.1. Unless waived in writing by the County, Contractor shall complete and submit to Consultant on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Consultant and the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

13.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

13.1.2. Soil conditions which adversely affect the Work;

13.1.3. The hours of operation by Contractor's and subcontractor's personnel;

13.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

13.1.5. All equipment present at the Project site, description of equipment uses and designation of time equipment was used (specifically indicating any down time);

13.1.6. Description of Work being performed at the Project site;

13.1.7. Any unusual or special occurrences at the Project site;

13.1.8. Materials received at the Project site;

13.1.9. A list of all visitors to the Project site; and

13.1.10 Any problems that might impact either the cost or quality of the Work or the time of performance.

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

13.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Consultant, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Consultant for reference. Current and accurate “As-Built” record documents shall be submitted with each Application for Payment. Failure to provide current and accurate “As-Built” record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to Consultant by Contractor for the County.

13.3. The Contractor shall submit to the Consultant one complete set of all recorded changes made during Construction entitled "As-Built" and dated. Submittals shall be made in accordance with the above and shall be submitted at the time of Substantial Completion.

13.4. Certified “as-built” information, which the Contractor must show on marked-up copies of the design drawings, prints, and other materials as specified above, shall include both authorized and unauthorized changes and any modifications to material types from that specified in the bid plans and Specifications. As a prerequisite to any payments, the Contractor shall make available to the Consultant all “as-built” information pertinent to the design drawings each month prior to his submission of a monthly application for payment. The Contractor shall also obtain “as-built” cross-sections of the roadway, ditches, channels, and other drainage ways as shown in the Contract Documents at intervals not to exceed 100 ft. The Contractor shall set benchmarks on or within 100 ft. of each control structure constructed as part of the Project. A complete description including elevation and location of each control structure benchmark shall be provided to the Consultant as part of the “as-built” information. The elevation shall be clearly and permanently indicated on each benchmark.

13.5. “As-built” dimensions and elevations shall be obtained by a Professional Land Surveyor registered in the State of Florida pursuant to Chapter 472, Florida Statutes. The “as-built” drawings shall be signed and sealed by the Contractor’s Professional Land Surveyor in accordance with Section 472.025, Florida Statutes.

13.6. All pertinent surveyors’ field survey notes containing the “as-built” data shall be sealed and submitted to the Consultant for review and acceptance prior to authorization of the final payment.

13.7. “As-built” data shall be secured, and the accuracy of measurements shall be 0.01 ft.

13.8. All sub-surface improvements considered part of the Work as shown in the Contract Documents shall be “as-built” by the Contractor prior to backfilling.

13.9. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

13.10. In addition to other requirements provided herein, Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

13.10.1. Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.

13.10.2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

13.10.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Contractor does not transfer all records to the County.

13.10.4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Contractor keeps and maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

13.11. If Contractor does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-993-4800, S.ALTMAN@DESOTOBOCC.COM, 201 E. OAK STREET, ARCADIA, FLORIDA 34266.

Section 14. Contract Time and Extensions

14.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of the County's suppliers and contractors as set forth in Section 17.2. herein.

14.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes

thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

14.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 15. Changes in the Work

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

15.2. A Change Order, in the form attached to this Agreement, Exhibit H, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.

15.3. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 16 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.

15.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. However, where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, those unit prices

shall be applied to the quantities of the items involved. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

15.5. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

15.6. The Consultant shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 16. Claims and Disputes

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

16.2. Claims by the Contractor shall be made in writing to the County and Consultant within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Consultant within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 15.4.

16.3. Any dispute, action or proceeding arising out of or related to this Agreement shall be exclusively commenced in the 12th Judicial Circuit in and for DeSoto County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens, and forsakes any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

16.4. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

16.5. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 17. Other Work

17.1. The County may perform other work related to the Project at the site by the County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the County and Consultant within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

17.2. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the County, if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Consultant and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between the County and such utility owners and other contractors.

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

Section 18. E-Verify

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

18.2. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

18.3. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

18.4. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

18.5. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

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

Section 19. Indemnification and Insurance

19.1 The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Contractor's performance pursuant to this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

19.2 The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions. The foregoing indemnification shall the same be construed to constitute agreement by Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties.

19.3 Contractor agrees to, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the County or Consultant or their consultants, agents, officers and employees. The County and Contractor agree the first $100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement.

19.4 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement, Exhibit F. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

19.5. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a

reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

19.6. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

19.7. The Contractor will be fully responsible for all acts and omissions of his subcontractors and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the County. The County may, upon request, furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

19.8. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Consultant as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

19.9. Should at any time the Contractor fail to maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

19.10. Contractor shall submit to Consultant a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 20. Compliance with Laws

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

Section 21. Cleanup and Protections

21.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.

21.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work, and the Contractor shall bear the cost of any such restorations.

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

Section 22. Assignment

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

Section 23. Permits, Licenses and Taxes

23.1. Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

23.2. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor. The Contractor and his sureties, together with his officers, agents, and employees, shall protect and hold the County harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent.

23.3. The Contractor shall be fully responsible for the execution and adherence to all directives, instructions, conditions, special conditions, and limiting conditions contained in permits specifically issued for the Work and which pertain to or affect the construction phase of this project and shall be solely responsible for issuance of any Notices required thereby.

Section 24. Termination for Default

24.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or the Consultant or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

24.2. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

24.3. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Consultant and attorneys' fees) or damages

incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the Consultant, upon application, and this obligation for payment shall survive termination of the Agreement.

24.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

24.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 25 below.

Section 25. Termination for Convenience and Right of Suspension

25.1. The County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

25.2. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 26. Completion

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

26.2. Within fourteen (14) calendar days of receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Consultant will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, (3) all required As-Builts, shop drawings and other submittals; and (4) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. The County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Consultant may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the retainage shall become due and payable.

26.3. Prior to final payment, the Consultant may request the Contractor to permit the use of a specified part of the Project which the County believes it may use without significant interference with construction of the other parts of the Project. If the Contractor agrees, he will certify to the Consultant that said part of the Project is Substantially Complete and request the Consultant to issue a Certificate of Substantial Completion for

that part of the Project. Within fourteen (14) calendar days thereafter, the Consultant and the Contractor will make an inspection of that part of the Project to determine its status of completion. If the County considers that part of the Project to be Substantially Complete, the Consultant will deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the County and the Contractor for maintenance, heat and utilities as to that part of the Project. The County shall have the right to exclude the Contractor from any part of the Project, which is so certified to be Substantially Complete, but the County will allow the Contractor reasonable access to complete or correct items on the punch list.

Section 27. Warranty

27.1. Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

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

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

Section 28. Tests and Inspections.

28.1. The County, Consultant, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have

access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Consultant with timely notice of readiness of the Work for all required inspections, tests or approvals.

28.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Consultant the required certificates of inspection, testing or approval. When any portion of the Work subject to inspection is ready for such, the Contractor shall provide the Consultant forty-eight (48) hours' notice prior to the inspection. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Consultant and the County.

28.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Consultant, such work must, if requested by Consultant, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Consultant timely notice of Contractor's intention to cover the same and Consultant has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Consultant, such Work must, if requested by Consultant, be uncovered for Consultant's observation and be replaced at Contractor's sole expense.

28.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering, and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

28.5. Neither observations nor other actions by the Consultant nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 29. Defective Work

29.1. Work not conforming to the requirements of the Contract Documents in the sole judgment of the Consultant shall be deemed defective Work. If required by the County or Consultant, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County or Consultant, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the County harmless for same.

29.2. If the County or Consultant consider it necessary or advisable that covered Work be observed by Consultant or inspected or tested by others, Contractor, at the County's or Consultant's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the County or Consultant may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

29.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County or Consultant may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the County and Consultant to stop the Work shall not give rise to any duty on the part of the County or Consultant to exercise this right for the benefit of Contractor or any other party.

29.4. Should the County determine, in its sole opinion, that it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay the County an appropriate amount to adequately compensate the County for its acceptance of the defective Work.

29.5. If Contractor fails, within a reasonable time after the written notice from the County or Consultant, to correct defective Work or to remove and replace rejected defective Work as required by Consultant or the County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the County has paid Contractor but which are stored elsewhere. Contractor shall allow the County, Consultant and their respective representatives, agents, and employees

such access to the Project site as may be necessary to enable the County to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the County of the County's rights and remedies hereunder.

Section 30. Supervision and Superintendents

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

Section 31. Protection of Work

31.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

31.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger said Work or property.

31.3. Contractor shall not disturb any benchmark established by the Consultant with respect to the Project. If Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs the Consultant's benchmarks, Contractor shall immediately notify the County and Consultant. The Consultant shall reestablish the

benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.

Section 32. Emergencies

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

Section 33. Use of Premises

33.1 The County will furnish, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands which entail the Project Site upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise.

33.2 The Contractor shall be responsible for staging, protecting, and storing equipment or materials. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 34. Safety

34.1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

34.1.1. All employees on the Work and other persons and/or organizations who may be affected thereby;

34.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

34.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

34.2. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

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

Section 35. Project Meetings

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

Section 36. Exhibits Incorporated.

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

A. Legal Advertisement
B. Invitation to Bid
C. Bid Proposal with required forms
D. Performance Bond

E. Public Payment Bond
F. Insurance Requirements, including certificates of insurance
G. Form of Release and Affidavit
H. Change Order Form
I. Anti-Human Trafficking Affidavit
J. Foreign Country of Concern Affidavit

Section 37. Notices.

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

With Copy To:

Harry Akins- Facilities Director
DeSoto County
201 E. Oak Street, Second Floor
Arcadia, Florida 34266
Phone: 863-993-4816
Fax: 863-993-4819
Email: h.akins@desotobocc.com

DeSoto County Attorney
Nabors, Giblin & Nickerson, P.A.
8201 Peters Road, Suite 1000
Plantation, Florida 33324
Phone: (954) 315-0268
Fax: N/A
Email: vvicente@ngnlaw.com

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

Corporate Name of Contractor: _____

Address (including city, state and zip): _____

_____

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

_____

Telephone Number: _____

Fax Number: _____

Email: _____

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

Section 38. Modification.

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

Section 39. Successors and Assigns.

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

Section 40. Governing Law, Waiver of Jury Trial.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

Section 41. No Waiver.

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

Section 42. Vendors on Scrutinized Companies Lists.

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

Section 43. Modification.

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

Section 44. Entire Agreement.

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

Section 45. Severability.

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

Section 46. Subcontracting.

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

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

Section 47. United States-Produced Iron and Steel. Pursuant to Section 255.0993, Florida Statutes, unless waived by the County, any iron or steel product permanently incorporated into the Project must be produced in the United States. The following are exempt from this requirement: (i) small amounts of foreign steel and iron that are incidental or ancillary to the primary product, are not separately identified in the project specifications, and the cost of which does not exceed 1/10th of the total contract cost or $2,500, whichever is greater; and (ii) electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles.

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

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

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR:
RD WELCH COMPANY, INCORPORATED, a Florida Corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: Corporate Secretary _____

[Corporate Seal]

OWNER: DeSoto County, Florida

(SEAL)

By: _____
Steve Hickox, Chairman
Board of County Commissioners

Date: _____

ATTEST:

_____
Mandy Hines, County Administrator

APPROVED AS TO FORM:

_____
Valerie Vicente, County Attorney

EXHIBIT A
LEGAL ADVERTISEMENT

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

EXHIBIT B
INVITATION TO BID

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

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

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

Project Number: 26-07-01 Invitation to Bid

Title: DeSoto County Storage Building Construction Project

Description: The DeSoto County Board of County Commissioners are seeking formal Bids from qualified firms and/or individuals to provide construction services for a pre-engineered metal storage building, including slab engineering and construction, in accordance with the Scope of Work, at 2250 NE Roan Street, as set forth in this Invitation to Bid.

Pre-Bid/Proposal Conference: N/A

Proposal Due Date: February 24, 2026 @ 2:00 PM
Bids must be submitted at the DeSoto County Purchasing Office: 201 E. Oak Street, 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
Email: c.talamantez@desotobocc.com
Telephone: (863) 993-4816

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

BIDDER/PROPOSER REGISTRATION
FAX: (863) 993-4819
Please register as a plan holder using this form. Only registered vendors will be contacted with notices of changes or addenda to this bid package. Complete and return this form by fax, mail, or email to the Purchasing Office at the address listed above.

Company Name: RD Welch Company
Contact Person: Reece Welch
Mailing Address: 4 E Oak St
City: Arcadia **State:** FL **Zip Code:** 34266
Phone: (863) 990-1276 **Fax:** N/A **Email:** support@RDWelchCompany.com

Notes:
Documents may also be obtained by using www.demandstar.com
All questions must be submitted in writing by contacting the purchasing department.
DeSoto County reserves the right to reject any and all bids, to waive any informalities, and to accept all or any bid as deemed in the best interest of the County.
Unless otherwise noted, Payment of goods or services as a result of this solicitation will be made in accordance with Florida Statute.
All first-time vendors must submit a W-9 Form with their response. .

DESOTO COUNTY
STORAGE BUILDING CONSTRUCTION PROJECT
26-07-01ITB

BID FORM

PRICES INDICATED HEREIN REFLECT STRICT COMPLIANCE WITH TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS OF THIS INVITATION TO BID, OR WITH EXCEPTION DETAILED IN AN ENCLOSURE APPENDED HERETO.

BASE BID – COMPLETE CONTRACTOR SCOPE OF WORK:			
QTY.	**U/M**	**COMMODITY OR SERVICES**	**TOTAL PRICE**
1	**LUMP SUM**	**Construction of the DeSoto County Storage Building at the Turner Center** – Lump sum bid for the complete Contractor Scope of Work, including the metal building, permitting coordination, materials, engineering of the concrete slab, foundation/slab construction, delivery, unloading, unpackaging, and erection of a pre-engineered 40' × 50' metal building, doors, lighting, site restoration, and all other labor, equipment, and incidentals necessary for a complete and usable facility in accordance with the Scope of Work and Contract Documents.	$137,014.44

Write out amount

one hundred thirty seven thousand fourteen dollars and forty four cents

METAL BUILDING COST – DEDUCTIVE (COUNTY DIRECT PURCHASE OPTION)			
QTY.	**U/M**	**COMMODITY OR SERVICES**	**TOTAL PRICE**
1	**LUMP SUM**	The lump sum price above shall include the cost of the metal building and all associated expenses. Bidders shall clearly identify the separate cost of the metal building included in the lump sum price below. This amount shall be used solely for a deductive change order if the County elects to purchase the metal building directly.	$37,549.29

Company Name: RD Welch Company

Contact Name: Reece Welch

Address: 4 E Oak St.

City & State: Arcadia FL.

Phone: 863- 990-1276

Fax: n/a

E-mail: reece@rdwelchcompany.com

Signature: Reece Welch

Date: 2/24/26

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

QUALIFICATIONS STATEMENT

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 3426

CIRCLE ONE

SUBMITTED BY: RD Welch Company — (Corporation)
NAME: Reece Welch — Partnership
ADDRESS: 4 E Oak St. Arcadia FL — Individual
PRINCIPAL OFFICE: 4 E Oak St — Joint Venture
Arcadia, FL 34266 — Other

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: Reece Welch

The address of the principal place of business is: 4 E Oak St Arcadia Fl. 34266

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

a. Date of Incorporation: 2006 6/23/06

b. State of Incorporation: Florida

c. President's name: Reece Welch

d. Vice President's name: = "

e. Secretary's name: = "

f. Treasurer: = "

g. Name and address of Resident Agent: Reece Welch
1960 SE Maryland St
Arcadia, FL 34266

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?

/

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

/

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

See attached

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

Yes √ No _____

State of Florida
Department of State

I certify from the records of this office that R. D. WELCH COMPANY is a corporation organized under the laws of the State of Florida, filed on June 23, 2006.

The document number of this corporation is P06000085465.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on March 15, 2025, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of November, 2025



Secretary of State

Tracking Number: 2728529841CU

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

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

2026 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 05, 2026
Secretary of State
1415510145CC

DOCUMENT# P06000085465

Entity Name: R. D. WELCH COMPANY

Current Principal Place of Business:

1960 SE MARYLAND ST
ARCADIA, FL 34266

Current Mailing Address:

4 E OAK ST
ARCADIA, FL 34266 US

FEI Number: 20-5095622

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

WELCH, REECE D
1960 SE MARYLAND STEET
ARCADIA, FL 34266 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	CEO
Name	WELCH, REECE D
Address	1960 SE MARYLAND STREET
City-State-Zip:	ARCADIA FL 34266

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: REECE D WELCH CEO 02/05/2026

Electronic Signature of Signing Officer/Director Detail — Date

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

WELCH, REECE D

R D WELCH COMPANY
1960 SE MARYLAND STREET
ARCADIA FL 34266

LICENSE NUMBER: CGC1511817

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/14/2024

Do not alter this document in any form.

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

9. Did you attend the Pre-Proposal Conference? Yes ✓ No _____

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

No

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	
Desoto Cares. Homeless Services	Steve Price	159 S Orange Ave Arcadia Fl. 34266	Email. ll cjabulltrading@yahoo.com Telephone 863-491-9933
Habitate for Humanity	Holly Lepert	114 N Polk Ave Arcadia Fl. 34266	Email Programehabitatdesoto.org Telephone 863-494-4118
Hope Desoto Long Term Recovery Group, Inc.	Amanda Reuter	2250 Roan St. Arcadia Fl 34266	Email HopedesotoED@gmail.com Telephone 863-202-9795

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

FBC Arcadia Remodel

Tiny Town Infrastructure

Lou's Paint Spot Commercial Building

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

Reece Welch

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

Reece Welch

SIGNATURE

State of Florida
County of Desoto

On this the 24 day of February, 2026, before me, the undersigned Notary Public of the State of Florida, personally appeared Reece Welch 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.

AMY MILLS
MY COMMISSION #HH534618
EXPIRES: JUN 04, 2028
Bonded through 1st State Insurance

NOTARY PUBLIC
SEAL OF OFFICE:

Amy Mills
NOTARY PUBLIC, STATE OF FLORIDA

Amy Mills
(Name of Notary Public: Print, stamp, or type as commissioned.)

X Personally known to me, or

_____ Produced identification:

_____

_____ DID take the oath, or

_____ DID NOT take the oath.

HOLD HARMLESS

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

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

___ **Partnership** X **Corporation**

Name of Bidding Firm:

RD Welch Company

Mailing Address:

4 E Oak St Arcadia Fl. 34266

Location Address:

4 E Oak St. Arcadia Fl. 34266

City & State: Arcadia Fl. **ZIP:** 34266

Telephone: 863-990-1276 **Fax Number:** n/a

Name/Title of person authorized to bind the Company: Reece Welch-owner

Signature of person authorized to bind the Company: Reece Welch

Date: 2/24/26

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that RD Welch Company (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature: Reece D Welch

Dated: 2/24/26

DESOTO COUNTY
CONTRACTOR/CONSULTANT/VENDOR
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF Desoto

BEFORE ME, the undersigned authority, appeared Reece Welch, 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 Owner of RD Welch Company (the "Contractor/Consultant/Vendor").
4. I am authorized by Reece Welch 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.

Reece D Welch

Signature of Affiant
on behalf of Contractor/Vendor

By: Reece Welch
As its: Principle Agent
Dated: 2/24/26

STATE OF Florida
COUNTY OF Desoto

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24 day of February, 2026, by Reece Welch, on behalf of Reece Welch, who is personally known to me or who has produced _____ as identification.

AMY MILLS
MY COMMISSION #HH534618
EXPIRES: JUN 04, 2028
Bonded through 1st State Insurance

Amy Mills

Print Name: Amy Mills
Notary Public of the State of Florida

My Commission Expires:

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

(1) The prospective primary participant certifies to the best of its knowledge and belief, that is and its principles:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;

b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

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

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

(3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Reece D Welch
Signature

Owner
Title

RD Welch Company
Contractor/Firm

4 E Oak St Arcadia FL. 34266
Address

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

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

STATE OF Florida
COUNTY OF Desoto

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

1. The business address of RD Welch Company
[Name of firm]
is 42 Oak St Arcadia FL 34266

2. My relationship to RD Welch Company
[Name of firm]
is President
[Relationship, such as sole proprietor, partner, president, vice president]

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendre.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

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

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

7. There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, ~~member or agent~~ of the firm who is active in the management of the ~~firm or an~~ affiliate of the firm. A determination has been made pursuant ~~to~~ Section 287.133(3) by order of the Division of Administrative Hearings ~~that~~ it is not in the public interest for the name of the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

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

Reece Welch
_____
SIGNATURE

State of Florida
County of Desoto

On this the 24 day of February, 2026, before me, the undersigned Notary Public of the State of Florida, personally appeared
Reece Welch 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.

AMY MILLS
MY COMMISSION #HH534618
EXPIRES: JUN 04, 2028
Bonded through 1st State Insurance

NOTARY PUBLIC
SEAL OF OFFICE:

Amy Mills
_____
NOTARY PUBLIC, STATE OF FLORIDA

Amy Mills
_____
(Name of Notary Public: Print, stamp, or type as commissioned.)

X Personally, known to me, or

_____ Produced identification:

_____

_____ DID take the oath, or

_____ DID NOT take the oath.

NON-COLLUSION AFFIDAVIT

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

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

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

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

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

NAME	RELATIONSHIPS

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

AFFIDAVIT

STATE OF FLORIDA, COUNTY OF Desoto

BEFORE ME, the undersigned authority, personally came and appeared, Reece Welch, who after being duly sworn, deposed and said that he is the fully authorized Reece Welch of RD Welch Company (hereinafter referred to as affiant), and said affiant further said:

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

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

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 24 DAY OF February, 2026. NOTARY PUBLIC

AFFIANT

Company Name: RD Welch Company

Address: 46 Oak St Arcadia FL. 34266

Phone Number: 863-990-1276

Signature: Reece Welch

NON-COLLUSION AFFIDAVIT IN THE STATE OF Florida IN THE COUNTY OF Desoto being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn before me this 24 day of Feb, 2026 NOTARY PUBLIC in and for the State of Florida

Signature Amy Mills

Seal

AMY MILLS
MY COMMISSION #HH534618
EXPIRES: JUN 04, 2028
Bonded through 1st State Insurance

CONFLICT OF INTEREST STATEMENT

(STATE OF FLORIDA; COUNTY OF DESOTO)

Before me, the undersigned authority, personally appeared Reece Welch, who was duly sworn, deposes, and states:

1 I am the Owner of RD Welch Company with a local office in Arcadia Fl. and principal office in Arcadia Fl..

2 For DeSoto County the above-named entity is submitting an Expression of Interest for the DeSoto County project described as: ***ITB 26-07-01 DeSoto County Storage Building Construction Project.***

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

4 The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.

5 Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

6 Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

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

8 I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of DeSoto County.

9 I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with DeSoto County.

10 In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify DeSoto County in writing.

DATED this 24th day of February, 2026.

_ (Affiant)

Reece Welch

Reece Welch

Typed Name of Affiant

Title Owner

Sworn to and subscribed before me this 24 **day of** February, 2026.

Personally known ✓

OR Produced identification _____ **Notary Public - State of** Florida

Amy Mills

My commission expires 6/4/08 **(Type of identification)**

(Printed typed or stamped commissioned name of notary public)

AMY MILLS
MY COMMISSION #HH534618
EXPIRES: JUN 04, 2028
Bonded through 1st State Insurance

EXHIBIT D
PERFORMANCE BOND

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

EXHIBIT E
PUBLIC PAYMENT BOND

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

EXHIBIT F
INSURANCE REQUIREMENTS
CERTIFICATES OF INSURANCE

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

(A) The name and type of policy and coverages provided;
(B) The amount or limit applicable to each coverage provided;
(C) The date of expiration of coverage;
(D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
(E) The following clause must appear on the Certificate of Insurance:

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

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

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKER'S COMPENSATION

State: Statutory
Employer's Liability: $1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

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

Comprehensive General Liability Insurance shall include:

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

COMPREHENSIVE AUTOMOBILE LIABILITY

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

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

EXHIBIT G
RELEASE AND AFFIDAVIT

COUNTY OF_____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after

being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against DeSoto County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated _____, ____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No._____.

CONTRACTOR:

_____

By: _____ (signature of the executive officer)

Its:_____ (title of the executive officer)

Date:_____

WITNESSES:

_____ _____

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

_____, by _____, as _____ of

_____, a _____ corporation, on behalf of the

corporation. He/she is personally known to me or has produced _____

_____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of_____

Commission No.:_____

EXHIBIT H
CHANGE ORDER FORM

CHANGE ORDER NO. _____ DESOTO COUNTY PROJECT NO. _____

TO: _____
_____
_____

DATE: _____

PROJECT NAME:_____
DeSoto County Project No. _____

Under our AGREEMENT dated_____.

****

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

_____
_____
_____

FOR THE ADDITIVE or DEDUCTIVE Sum of:
_____($_____).

Original Agreement Amount $_____

Sum of Previous Changes $_____

This Change Order ADD/DEDUCT $_____

Present Agreement Amount $_____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Contract Time is now _____ (_____) calendar days and the final completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: _____ , 20____ .

DESOTO COUNTY, FLORIDA CONTRACTOR

By: _____ By: _____
Chair President

DESIGN PROFESSIONAL: By: _____ Consulting Engineer

Exhibit I

ANTI-HUMAN TRAFFICKING AFFIDAVIT

ANTI-HUMAN TRAFFICKING AFFIDAVIT

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

I Reece Welch (insert name) as Owner (insert title) on behalf of RD Welch Company (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. RD Welch Company (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, RD Welch Company (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.

FURTHER AFFIANT SAYETH NAUGHT.

Reece D Welch

Printed Name: Reece Welch
Title: Owner
Nongovernmental entity: RD Welch Company
Date: 2/24/26

STATE OF Florida
COUNTY OF DeSoto

SWORN TO AND SUBSCRIBED before me ✓ in person or _____ remote notarization by Reece Welch as Owner on behalf of RD Welch Company, who is ~~personally known~~ to me or who produced _____ as identification this 24th day of February, 2026.

Amy Mills

Notary Public

(Notary Seal)

AMY MILLS
MY COMMISSION #HH534618
EXPIRES: JUN 04, 2028
Bonded through 1st State Insurance

Exhibit J

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

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

I Reece Welch (insert name) as Owner (insert title) on behalf of RD Welch Company (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. I certify that RD Welch Company (insert entity name) ("Vendor"):

a. Is not owned by the government of a foreign country of concern;

b. A government of a foreign country of concern does not have a controlling interest in Vendor; and

c. Is not organized under the laws of nor have its principal place of business in a foreign country of concern.

3. For purposes of this Affidavit, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

FURTHER AFFIANT SAYETH NAUGHT.

Reece Welch

Printed Name: Reece Welch

Title: Owner

Nongovernmental entity: RD Welch Company

Date: 2/24/26

STATE OF Florida

COUNTY OF DeSoto

SWORN TO AND SUBSCRIBED before me ✓ in person or _____ remote notarization by Reece Welch as Owner on behalf of RD Welch Company, who is personally known to me or who produced _____ as identification this 24 day of February, 2026.

Amy Mills

Notary Public

(Notary Seal)

AMY MILLS
MY COMMISSION #HH534618
EXPIRES: JUN 04, 2028
Bonded through 1st State Insurance

DeSoto County

3/10/2026

Item #: 14.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Resolution

DEPARTMENT: Administration
SUBMITTED BY: **Brian Wagner**
PRESENTED BY: **Brian Wagner**

TITLE & DESCRIPTION:
Resolution/Budget Amendment Fiscal Year 2025/2026

REQUESTED MOTION:
To adopt a Resolution relating to the attached budget amendments affecting the 2025/2026 adopted budget.

SUMMARY:
The Resolution will approve the additions, corrections and redistribution of the 2025/2026 budget.

BACKGROUND:
Budget Amendments are an ongoing process throughout the fiscal year that more clearly defines the actual revenues and expenses.

FUNDS:
Budget Amount: Click or tap here to enter text.
Actual Agenda Item: Click or tap here to enter text.
Cost: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Explanation: Click or tap here to enter text.

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2026- ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AMENDING AND SUPPLEMENTING THE BUDGET FOR FISCAL YEAR 2025/2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Desoto County, Florida ("the Board") adopted an annual budget for Fiscal Year 2025/2026 as required by Florida law; and

WHEREAS, since its adoption, the Board has examined the adopted budget for Fiscal Year 2025/2026 and finds that amendments and supplements to the budget are necessary; and

NOW, THEREFORE, **BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:**

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated as part of this Resolution.

Section 2. That the adopted budget for Fiscal Year 2025/2026 is hereby amended and supplemented as provided in Budget Amendment 2026-64.

Section 3. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 10th day of March 2026.

BOARD OF COUNTY COMMISSIONERS
ATTEST: OF DESOTO COUNTY, FLORIDA

_____ By: _____

Mandy Hines
County Administrator

Steve Hickox
Chairman

Approved as to form and legal sufficiency:

_____

Valerie Vicente
County Attorney

Department	Attachment	Amendment	Description
General Fund-Non Dept.	2	64	Transfer from Reserves to fund shortall in the Hope Desoto storage building project.

2025/2026 Budget Amendments Packet 10
March 10, 2026

	Revenue Sources				Expenses Account Description	
Attachment	**General Fund**	Funds From:	Fund	B.A.		Funds Disbursed For:
2	22,100.00	Contingency	001	64	22,100.00	Buildings & Improvements-Non Dept.
	$ 22,100.00				$ 22,100.00	
Attachment	**Special Revenue**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
Attachment	**Capital Construction Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
Attachment	**Enterprise Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
Attachment	**Agency Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
	$ 22,100.00	Total Debits			$ 22,100.00	Total Credits

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	General Fund-Non Departmental	Date	3/10/2026	Amendment #	2026-64

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
00171495196200000	Buildings & Improvements	115,000.00	22,100.00		137,100.00	Transfer from Reserves to fund shortfall in the Hope Desoto
00199985599100000	Contingency	10,024,976.89		22,100.00	10,002,876.89	storage building.
	Column TOTALS		22,100.00	22,100.00		$ -

APPROVALS

Board Chairman _____ Date: 3/10/2026

County Administrator _____ Date: 3/10/2026

Finance Director _____ Date: 3/10/2026

Budget Coordinator _____ Date: 3/10/2026

Entered By _____ Date: 3/10/2026

ATTACHMENT 2

DeSoto County

3/10/2026

Item #: 15.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Resolution

DEPARTMENT: Administration
SUBMITTED BY: **Brian Wagner**
PRESENTED BY: **Brian Wagner**

TITLE & DESCRIPTION:
Resolution/Budget Amendment Fiscal Year 2025/2026

REQUESTED MOTION:
To adopt a Resolution relating to the attached budget amendments affecting the 2025/2026 adopted budget.

SUMMARY:
The Resolution will approve the additions, corrections and redistribution of the 2025/2026 budget.

BACKGROUND:
Budget Amendments are an ongoing process throughout the fiscal year that more clearly defines the actual revenues and expenses.

FUNDS:
Budget Amount: Click or tap here to enter text.
Actual Agenda Item: Click or tap here to enter text.
Cost: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Explanation: Click or tap here to enter text.

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2026- ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AMENDING AND SUPPLEMENTING THE BUDGET FOR FISCAL YEAR 2025/2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Desoto County, Florida ("the Board") adopted an annual budget for Fiscal Year 2025/2026 as required by Florida law; and

WHEREAS, since its adoption, the Board has examined the adopted budget for Fiscal Year 2025/2026 and finds that amendments and supplements to the budget are necessary; and

NOW, THEREFORE, **BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:**

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated as part of this Resolution.

Section 2. That the adopted budget for Fiscal Year 2025/2026 is hereby amended and supplemented as provided in Budget Amendment 2026-61, 2026-62 and 2026-65.

Section 3. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 10th day of March 2026.

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

ATTEST:

_____
Mandy Hines
County Administrator

By: _____
Steve Hickox
Chairman

Approved as to form and legal sufficiency:

_____
Valerie Vicente
County Attorney

Department	Attachment	Amendment	Description
Utilities Capital Water & Wastewater	2	61	Recognize Capital Water and Wastewater fees.
Special Projects	3	62	Carryforward adjustment for Tiny Town project..
Utilities Capital Wastewater	4	65	Budget DCR Expansion Phase 1 Engineering & CEI services.

2025/2026 Budget Amendments Packet 9
March 10, 2026

		Revenue Sources				Expenses Account Description
Attachment	**General Fund**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
Attachment	**Special Revenue**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
Attachment 3	**Capital Construction Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
3	61,594.25	Prof. Svcs & Non Capital Constr.	307	62	61,594.25	Fund Balance Forward
	$ 61,594.25				$ 61,594.25	
Attachment	**Enterprise Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
2	4,364.00	Water Capital Fees	412	61	4,364.00	Contingency
2	823,025.00	Wastewater Capital Fees	413	61	823,025.00	Contingency
4	1,175,510.00	Contingency	413	65	1,175,510.00	Engineering/CEI
	$ 2,002,899.00				$ 2,002,899.00	
Attachment	**Agency Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
	$ 2,064,493.25	Total Debits			$ 2,064,493.25	Total Credits

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	**Utilities Capital Water & Wastewater**	Date	3/10/2026	Amendment #	**2026-61**

Account #	Account Description	CURRENT Budget	**DEBIT**	**CREDIT**	**REVISED** Budget Amt	Explanation for Request
41271025339900000	Contingency	4,586,517.00	4,364.00		4,590,881.00	Recognize Capital Water and Wastewater fees.
41200003242100000	Water Capital Fees	-		4,364.00	4,364.00	
41370925359900000	Contingency	11,079,834.50	823,025.00		11,902,859.50	
41300003242100000	Water Capital Fees	-		823,025.00	823,025.00	
	Column TOTALS		827,389.00	827,389.00		$ -

APPROVALS

Board Chairman _____ Date: 3/10/2026

County Administrator _____ Date: 3/10/2026

Finance Director _____ Date: 3/10/2026

Budget Coordinator _____ Date: 3/10/2026

Entered By _____ Date: 3/10/2026

ATTACHMENT 2

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	**Special Projects**		Date	3/10/2026	Amendment #	**2026-62**

Account #	Account Description	CURRENT Budget	**DEBIT**	**CREDIT**	**REVISED** Budget Amt	Explanation for Request
30700003990000000	Fund Balance Forward	905,485.00	61,594.25		843,890.75	Carryforward adjustment for Tiny Town project.
30720235543100000	Professional Services	145,896.00		9,451.25	136,444.75	
30720235544600000	Non Capital Construction	834,260.00		52,143.00	782,117.00	
	Column TOTALS		61,594.25	61,594.25		$ -

APPROVALS

Board Chairman _____ Date: 3/10/2026

County Administrator _____ Date: 3/10/2026

Finance Director _____ Date: 3/10/2026

Budget Coordinator _____ Date: 3/10/2026

Entered By _____ Date: 3/10/2026

ATTACHMENT 3

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	Utilities Capital Wastewater		Date	3/10/2026	Amendment #	2026-65

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
41371085353100003	Engineering	-	1,175,510.00		1,175,510.00	Budget DCR Expansion Phase 1 Engineering & CEI services.
41370925359900000	Contingency	11,902,859.50		1,175,510.00	10,727,349.50	
	Column TOTALS		1,175,510.00	1,175,510.00		$ -

APPROVALS

Board Chairman _____ Date: 3/10/2026

County Administrator _____ Date: 3/10/2026

Finance Director _____ Date: 3/10/2026

Budget Coordinator _____ Date: 3/10/2026

Entered By _____ Date: 3/10/2026

ATTACHMENT 4

DeSoto County

3/10/2026

Item #: 16.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 9:00 am
☒ Public Hearing Resolution

DEPARTMENT: Planning & Zoning
SUBMITTED BY: **Laura McClelland**
PRESENTED BY: **John Osborne**

TITLE & DESCRIPTION:
Resolution / Comprehensive Plan Text Amendment Transmittal - Amending Density Bonus Criteria and Providing for new Affordable/Workforce Housing Density Bonuses (COMP-0015-2025)

REQUESTED MOTION:
A motion to adopt the proposed resolution approving the transmittal of this Comprehensive Plan amendment, amending density bonus criteria and providing for new affordable/workforce housing density bonuses and enter into the record the development review report and the findings and conclusions and all other competent substantial evidence presented at the hearing.

SUMMARY:
The following are proposed amendments to the DeSoto County Comprehensive Plan Future Land Use Element that are related to providing higher bonus densities for designated Workforce and Affordable Housing developments within the existing Neighborhood Mixed Use Future Land Use and Urban Center Mixed Use categories. The amendments are limited to areas of unincorporated county that are in proximity to infrastructure and services. These higher bonus densities criteria have been clarified but relocated to the LDRs and are part of that amendment. Other amendments provide additional policy clarification and general clean-up.

BACKGROUND:
The following provides a background for the need for affordable and workforce housing in unincorporated DeSoto County. Most new single-family residential subdivisions in the county are developed with relatively low densities (dwelling units per acre). The most common are the minor subdivisions (6 lots or less) and larger scale PUD zoned developments by major developers. For minor subdivisions, the lots can be larger (e.g., 5, 10 acres or greater) and can be as small as ½ acre if they meet the zoning requirements

and any utility requirements by the State for well and septic.
Most larger scale single-family residential tract home builders prefer major subdivisions of 200 + units with 1.5 to 2 dwelling units per gross acre in private, gated communities and have PUD zoning. This low density is typically due to the likely presence of wetlands, typical sizing of infrastructure (e.g., roadway widths, etc.), providing amenities, the requirements of open space, buffers, setbacks, and stormwater ponds.
While both subdivision types are common, both types of lower density development can be financially challenging for the local government to serve in terms of revenue earned versus the cost of providing services and infrastructure. As an example, this is especially true when it comes to transportation capacities and the amount of driving (commute times, lane miles utilized per capita, etc.) that future residents and service providers will use in daily life. More lane miles used per household means more road miles for a local government to maintain.
Location and density are critical components to the efficiency of services that are mentioned in the Bonus Density criteria (Policy 1.1.4). However, due to the amount of detail associated and the need for the exact language in the LDRs, the policy has been generalized and the more specific language moved to the LDRs.
In terms of providing incentives or criteria for affordable housing, the County does have existing requirements for at least 10% affordable or workforce housing within villages. These are new developments within designated "New Communities", which are established by the New Community Area Map, FLUEMS-8 in the Future Land Use Element. There are two New Communities on the map with existing entitlements mentioned in the policies under Objective 4.1. However, neither New Community 1 or 2 has yet to achieve any significant development or affordable housing.
Like many rural communities in the region and throughout the State of Florida, housing is often developed in areas that are not near infrastructure and services, making housing less affordable, which is an issue for the County and its workforce. According to United Way of Florida's 2024 ALICE (Asset Limited, Income Constrained, Employed) Report, which examined data in 2023, DeSoto households that met the ALICE criteria were 40% (state avg. 34%) of the 12,656 households. Meaning, these households are living "paycheck to paycheck" and any unexpected expenses can be traumatic.
The Household Survival Budget from the ALICE Report reflects the minimum cost to live and work in the current economy and includes housing, childcare, food, transportation, health care, technology, and taxes. It does not include savings for emergencies or future goals like college or retirement. In 2023, household costs in every county in Florida were well above the Federal Poverty Level of $14,580 for a single adult and $30,000 for a family of four. For DeSoto County in 2023, the survival budget for the various types of households is as follows:

For calculating affordability, state agencies consider the Area Median Income (AMI). The AMI for DeSoto County, FL in 2025 is $64,400 and the following illustrates what thresholds area households based upon their income, could qualify for housing programs. Developers that provide housing at these levels and higher levels (e.g., 80-120% AMI) may also be able to qualify for various incentives and financing with various state and

federal programs for new housing. Most incentive programs are for rental housing though, instead of homeownership-based programs.

- **Extremely Low-Income (30% AMI):**
  - **1 Person: $15,650**
  - **4 Persons: $32,150**
- **Very Low-Income (50% AMI):**
  - **1 Person: $24,950**
  - **4 Persons: $47,000**
- **Low-Income (80% AMI):**
  - **1 Person: $39,900**
  - **4 Persons: $56,950**

Another major factor in household survival next to food is transportation. The average cost of insuring, fueling, maintaining, registration, and taxes associated with auto ownership in Florida is $8,483 per vehicle (*which does not include the cost of the actual vehicle itself*) according to GoBankingRates.com, BankRate.com, and Insurance.com. Owning more than one automobile can be challenging for lower income households, which is why proximity to employment and services are critical. If a household can have one fewer car, better housing and other needs are more achievable.

Housing density is a critical component of providing affordable housing. Land values remain and continue to increase in cost. Recent trends show a slight decline in housing and land prices, but overall prices are still high versus wages and make home ownership and rent challenging for the community's workforce. The ability for a developer to provide more dwelling units per acre of property is critical to the ability to provide a greater quantity of housing to the area and potentially some affordable units.

Multi-family developments can provide a greater quantity of affordable housing more efficiently than single-family attached and detached housing due to the limited amount of infrastructure that must be constructed per household (e.g., water lines, sewer lines, new streets, stormwater infrastructure, etc.). Multi-family design concentrates the dwelling units with a minimal amount of infrastructure. Typically, multi-family buildings are constructed on existing public streets and connect/extend existing utilities to their site. Residents normally park their vehicles at on-site parking lots and utilize any on-site amenities for recreation. These savings are passed on in the business plan of development translating to the ability to charge reduced rents. Multi-family rental developments also have more programs available to them in terms of developing affordable housing versus single-family and ownership programs.

Greater density in these specific locations also provides incentives for developers of market-rate ownership-based (non-rental) housing to build in areas that are in closer proximity to services as the proposed definition of affordable housing includes proposed development with at least 25% of units designated as affordable. It also provides the ability for the developer to integrate some affordable units at the desired income levels into their market rate project. In many other jurisdictions, they provide other incentives for affordable housing to include waiver of certain development requirements, quicker / priority development and permit review, etc.

As mentioned in the Bonus Density Criteria in Policy 1.1.4, location is not only critical to achieve the bonus density, but it is also critical to the residents. For affordable housing developers, the lower costs to develop (locate on existing roads, utilizes, etc.) are extended to the price of the rent that can be charged to future residents. The location of affordable housing in proximity to services, employment, schools, etc., also adds to the affordability of maintaining a household budget, especially if one fewer automobile per household can be achieved.

The current maximum densities provided for in the DeSoto County Comprehensive Plan are relatively low and more rural or suburban oriented. When property is located near services and infrastructure, higher densities should be considered and may help to encourage housing that is more attainable for residents and the workforce. According to the National Association of Home Builders, *How Zoning Regulations Affect Affordable Housing <https://www.nahb.org/blog/2024/11/zoning-regulation-and-affordable-housing>*, Nov. 11, 2024, "*… implementing zoning reforms that encourage higher-density developments and reduce bureaucratic barriers will create a more accessible housing landscape*."

DESOTO COUNTY DEVELOPMENT DEPARTMENT

CASE#:	COMP-0015-2025
REQUEST:	County-Initiated Text Amendment to the Comprehensive Plan Future Land Use Element
APPLICANT:	DeSoto County Government
PROPERTY ID:	NA
PROPERTY ADDRESS:	NA

DEVELOPMENT REVIEW REPORT

The following are proposed amendments to the DeSoto County Comprehensive Plan Future Land Use Element that are related to providing higher bonus densities for designated Workforce and Affordable Housing developments within the existing Neighborhood Mixed Use Future Land Use and Urban Center Mixed Use categories. The amendments are limited to areas of unincorporated county that are in proximity to infrastructure and services. These higher bonus densities criteria have been clarified but relocated to the LDRs and are part of that amendment. Other amendments provide additional policy clarification and general clean-up.

I. BACKGROUND

The following provides a background for the need for affordable and workforce housing in unincorporated DeSoto County. Most new single-family residential subdivisions in the county are developed with relatively low densities (dwelling units per acre). The most common are the minor subdivisions (6 lots or less) and larger scale PUD zoned developments by major developers. For minor subdivisions, the lots can be larger (e.g., 5, 10 acres or greater) and can be as small as ½ acre if they meet the zoning requirements and any utility requirements by the State for well and septic.

Most larger scale single-family residential tract home builders prefer major subdivisions of 200 + units with 1.5 to 2 dwelling units per gross acre in private, gated communities and have PUD zoning. This low density is typically due to the likely presence of wetlands, typical sizing of infrastructure (e.g., roadway widths, etc.), providing amenities, the requirements of open space, buffers, setbacks, and stormwater ponds.

While both subdivision types are common, both types of lower density development can be financially challenging for the local government to serve in terms of revenue earned versus the cost of providing services and infrastructure. As an example, this is especially true when it comes to transportation capacities and the amount of driving (commute times, lane miles utilized per capita, etc.) that future residents and service providers will use in daily life. More lane miles used per household means more road miles for a local government to maintain.

Location and density are critical components to the efficiency of services that are mentioned in the Bonus Density criteria (Policy 1.1.4). However, due to the amount of detail associated and the need for the exact language in the LDRs, the policy has been generalized and the more specific language moved to the LDRs.

In terms of providing incentives or criteria for affordable housing, the County does have existing requirements for at least 10% affordable or workforce housing within villages. These are new developments within designated “New Communities”, which are established by the New Community Area Map, FLUEMS-8 in the Future Land Use Element. There are two New Communities on the map with existing entitlements mentioned in the policies under Objective 4.1. However, neither New Community 1 or 2 has yet to achieve any significant development or affordable housing.

Like many rural communities in the region and throughout the State of Florida, housing is often developed in areas that are not near infrastructure and services, making housing less affordable, which is an issue for the County and its workforce. According to United Way of Florida’s 2024 ALICE (Asset Limited, Income Constrained, Employed) Report, which examined data in 2023, DeSoto households that met the ALICE criteria were 40% (state avg. 34%) of the 12,656 households. Meaning, these households are living “paycheck to paycheck” and any unexpected expenses can be traumatic.

The Household Survival Budget from the ALICE Report reflects the minimum cost to live and work in the current economy and includes housing, childcare, food, transportation, health care, technology, and taxes. It does not include savings for emergencies or future goals like college or retirement. In 2023, household costs in every county in Florida were well above the Federal Poverty Level of $14,580 for a single adult and $30,000 for a family of four. For DeSoto County in 2023, the survival budget for the various types of households is as follows:

Name	Single Adult	One Adult One Child	One Adult One	Two Adults	Two Adults Two Children	Two Adults Two	Single Senior 65+	Two Seniors 65+
Housing	$ 788	$ 805	$ 805	$ 805	$ 910	$ 910	$ 788	$ 805
Child Care	$ -	$ 219	$ 583	$ -	$ 438	$ 1,459	$ -	$ -
Food	$ 465	$ 786	$ 705	$ 852	$ 1,429	$ 1,261	$ 428	$ 784
Transportation	$ 469	$ 604	$ 604	$ 709	$ 996	$ 996	$ 399	$ 568
Health Care	$ 162	$ 488	$ 488	$ 488	$ 759	$ 759	$ 575	$ 1,150
Technology	$ 86	$ 86	$ 86	$ 116	$ 116	$ 116	$ 86	$ 116
Miscellaneous	$ 197	$ 299	$ 327	$ 297	$ 465	$ 550	$ 228	$ 342
Taxes	$ 269	$ 201	$ 256	$ 346	$ 270	$ 443	$ 335	$ 583
Monthly Total	$ 2,436	$ 3,488	$ 3,854	$ 3,613	$ 5,383	$ 6,494	$ 2,839	$ 4,348
ANNUAL TOTAL	$ 29,232	$ 41,856	$ 46,248	$ 43,356	$ 64,596	$ 77,928	$ 34,068	$ 52,176
Hourly Wage	$ 15	$ 21	$ 23	$ 22	$ 32	$ 39	$ 17	$ 26

For calculating affordability, state agencies consider the Area Median Income (AMI). The AMI for DeSoto County, FL in 2025 is $64,400 and the following illustrates what thresholds area households based upon their income, could qualify for housing programs. Developers that provide housing at these levels and higher levels (e.g., 80-120% AMI) may also be able to qualify for various incentives and financing with various state and federal programs for new housing. Most incentive programs are for rental housing though, instead of homeownership-based programs.

- Extremely Low-Income (30% AMI):
  - 1 Person: $15,650
  - 4 Persons: $32,150
- Very Low-Income (50% AMI):
  - 1 Person: $24,950
  - 4 Persons: $47,000
- Low-Income (80% AMI):
  - 1 Person: $39,900
  - 4 Persons: $56,950

Another major factor in household survival next to food is transportation. The average cost of insuring, fueling, maintaining, registration, and taxes associated with auto ownership in Florida is $8,483 per vehicle (*which does not include the cost of the actual vehicle itself*) according to GoBankingRates.com, BankRate.com, and Insurance.com. Owning more than one automobile can be challenging for lower income households, which is why proximity to employment and services are critical. If a household can have one fewer car, better housing and other needs are more achievable.

Housing density is a critical component of providing affordable housing. Land values remain and continue to increase in cost. Recent trends show a slight decline in housing and land prices, but overall prices are still high versus wages and make home ownership and rent challenging for the community's workforce. The ability for a developer to provide more dwelling units per acre of property is critical to the ability to provide a greater quantity of housing to the area and potentially some affordable units.

Multi-family developments can provide a greater quantity of affordable housing more efficiently than single-family attached and detached housing due to the limited amount of infrastructure that must be constructed per household (e.g., water lines, sewer lines, new streets, stormwater infrastructure, etc.). Multi-family design concentrates the dwelling units with a minimal amount of infrastructure. Typically, multi-family buildings are constructed on existing public streets and connect/extend existing utilities to their site. Residents normally park their vehicles at on-site parking lots and utilize any on-site amenities for recreation. These savings are passed on in the business plan of development translating to the ability to charge reduced rents. Multi-family rental developments also have more programs available to them in terms of developing affordable housing versus single-family and ownership programs.

Greater density in these specific locations also provides incentives for developers of market-rate ownership-based (non-rental) housing to build in areas that are in closer proximity to services as the proposed definition of affordable housing includes proposed development with at least 25% of units designated as affordable. It also provides the ability for the developer to integrate some affordable units at the desired income levels into their market rate project. In many other jurisdictions, they provide other incentives for affordable housing to include waiver of certain development requirements, quicker / priority development and permit review, etc.

As mentioned in the Bonus Density Criteria in Policy 1.1.4, location is not only critical to achieve the bonus density, but it is also critical to the residents. For affordable housing developers, the lower costs to develop (locate on existing roads, utilizes, etc.) are extended to the price of the rent that can be charged to future residents. The location of affordable housing in proximity to services, employment, schools, etc., also adds to the affordability of maintaining a household budget, especially if one fewer automobile per household can be achieved.

The current maximum densities provided for in the DeSoto County Comprehensive Plan are relatively low and more rural or suburban oriented. When property is located near services and infrastructure, higher densities should be considered and may help to encourage housing that is more attainable for residents and the workforce. According to the National Association of Home Builders, *How Zoning Regulations Affect Affordable Housing*, Nov. 11, 2024, "… *implementing zoning reforms that encourage higher-density developments and reduce bureaucratic barriers will create a more accessible housing landscape*."

Methodology of Proposed Changes

DeSoto County's Comprehensive Plan Future Land Use Element has a variety of Future Land Use Map designations, providing for residential and non-residential development. The designations also allow a variety of residential densities (dwelling units per acre) and non-residential intensities (floor-area-ratio of land area to building area).

The Future Land Use Element also allows for the approval of Bonus Density, as qualified by Policy 1.1.4. This policy states these higher density opportunities can be found to be appropriate when developing in proximity to public infrastructure, proposing designs that protect environmentally sensitive areas, providing increased open and public recreational spaces, and other exceptional design components, that help to balance the higher densities with designs that are determined to be more community oriented and efficient to serve (given level of detail and not general policy guidance, detail has been moved to LDRs and clarified).

The Urban Center Mixed Use and Neighborhood Mixed Use categories currently offer an existing bonus maximum density of 8 and 5 du/ac respectively. They appear to be the best areas to offer higher bonus densities (up to 12 du/ac) for Workforce and Affordable housing designated development, as development in these areas are primarily residential uses in progressive degrees of urban intensity with higher density in areas adjacent to or within the Urban Center and less density/intensity in areas adjacent to the Low and Medium Density Residential and Rural/Agricultural categories.

These areas generally have existing or planned service with central water and sewer systems, stormwater management facilities, and paved public roadways. They are also in proximity to services and major employers. The location of the Urban Center Mixed Use and Neighborhood Mixed Use areas are normally at major collector and arterial road intersections, where such crossroads act as village and hamlet town centers.

It is important to balance growth and development with the rural and agricultural history of the community. Finding areas for denser development that work from an infrastructure and compatibility perspective is critical. Locating this type of affordable housing near employers and schools is also important for working families.

III. PROPOSED CHANGES TO ELEMENT

The following updates are proposed and highlighted in yellow. Below is the Land Use Summary Table and related policies, which serves as a quick reference guide for staff and the public to understand the minimum and maximum densities (dwelling units per acre – abbreviated as du/acre) and intensities (Floor to Area Ratio – abbreviated as FAR) by land use category which has specific items reflected not reflected in the other polices and vice-versa.

> ***Policy 1.1.2: Land Use Categories Summary.*** *The County shall implement the following land use categories as shown on the Future Land Use Map:*

Land Use	***Base Density/Intensity***	***Bonus Density/Intensity* ~~(Policy 1.1.3)~~***
Rural/Agriculture	*Residential – Up to 1 du/10 acres* *Non-residential – Up to 0.4 FAR maximum*	***No bonus***
Low-Density Residential	*Residential – Up to 2 du/acre* *Non-residential – Up to 0.4 FAR*	*3.5 du/ac maximum** *1.0 FAR maximum*

Land Use	Base Density/Intensity	Bonus Density/Intensity* ~~(Policy 1.1.3)~~
Medium-Density Residential	*Residential – Up to 3.5 du/acre*	*5 du/ac maximum **
Neighborhood (Live/Work) Mixed Use	*Residential – Up to 3.5 du/acre* *Non-residential – Up to 0.4 FAR*	*5 du/ac maximum** *8 du/ac maximum for workforce housing** *12 du/ac maximum for affordable* *0.6 FAR maximum**
Employment Center	*Non-residential – Up to 0.5 FAR*	*Non-residential – Up to 0.7 FAR* *0.7 FAR maximum**
Urban Central Mixed Use	*Residential – Up to 5 du/acre* *Non-residential – Up to 0.6 FAR*	*8 du/acre maximum* *10 du/acre maximum for workforce housing** *12 du/ac maximum for affordable housing** *2.0 FAR maximum*
Commercial	*Non-residential- Up to 0.25 FAR*	*Non-residential – Up to 0.35 FAR maximum**
Public Land and Institutions	*Publicly and semi-publicly owned lands that are effectively controlled from developing into a typical residential density or private non-residential land use not involved in service to the public. Examples include park, correctional facilities, sewer plants, etc.*	
Electrical Generating Facility	*This land use category is intended for electrical power generating facilities, which includes electric power plants and related facilities. This public service use includes directly related facilities for the production of electricity.*	
Preservation	*Dedicated by plat, site plan, easement or similar designation; permanently protected environmentally sensitive lands that may only be utilized for limited passive recreation.*	
Overlays	***Conservation**: Limited development subject to environmental analysis and protection of natural resources. Reverts to underlying future land use category if not in conservation area.*	

Land Use	Base Density/Intensity	Bonus Density/Intensity* ~~(Policy 1.1.3)~~
	***Generalized Phosphate Mining**: Areas identified as having the highest potential for phosphate mining based on soil types and recognized mineral deposits.*	
	***Existing Community Overlays (see Map FLUEMS-7):** Areas identified as Fort Ogden, Nocatee, and the City of Arcadia Urban Expansion Area (Map FLUEMS-7).*	
Master Planned Area	*Identified and planned larger projects that must be developed as a whole. They are identified to ensure overall community/county integration and vision is achieved, versus isolated islands of development.*	

Note: This is a summary table, please check associated policies for specific regulations as some land use categories have additional requirements or limitations.
**Subject to Policy 1.1.4.*

The following policies summarize the criteria for awarding density bonuses.

Policy 1.1.3 has been updated for consistency with the proposed changes to the specific land use policies and the title and policy has been amended clarifying that the policy covers the density *and* intensity.

> ***Policy 1.1.3**: Density Unit and Intensity Bonus Limits. The Land Development Regulations shall require that ~~Planned Developments~~ developments seeking bonus density and/or intensity meet the ~~and include~~ performance criteria for density and intensity bonuses within the various future land use categories, up to the following levels:*
>
> *(1) Low-Density Residential Use - Up to 3.5 dwelling units per acre and up to a 1.0 FAR.*
> *(2) Medium-Density Residential Use - Up to 5 dwelling units per acre*
> *(3) Neighborhood Mixed Use – Up to 5 dwelling units per acre for market rate residential units and up to 8 du/ac for Workforce Housing and up to 12 du/ac for Affordable Housing (per Policy 1.1.4) and up to 0.6 FAR*
> *(4) Employment Center- up to 1.2 FAR*
> *(5) Urban Center Mixed Use – Up to 8 dwelling units per acre for market rate residential units and up to 10 du/ac for Workforce Housing and up to 12 du/ac for Affordable Housing (per Policy 1.1.4); up to 1.6 FAR*

Policy 1.1.4 contains language requiring the establishment of a bonus point schedule for the Land Development Regulations (LDR) but was never created. This policy has been amended to generally reflect the existence of criteria, but the specifics are in the LDRs.

Policy 1.1.4 *: Density and Intensity Bonus Criteria. ~~A bonus point schedule shall be established within the Land Development Regulations.~~ The Land Development Regulations shall provide criteria for the award of bonus density and intensity which ~~schedule~~ shall give consideration to the ~~performance criteria listed below as a minimum~~:*
~~(1) Provisions and~~ overall design of the project, proximity to public infrastructure (water, sewer, urban roads), employment, affordable housing, and services.
~~(2) Proximity to public safety (Fire/EMS)~~
~~(3) Proximity to schools~~
~~(4) Use of clustering and protection of environmentally sensitive areas~~
~~(5) Increased urban design and landscaping~~
~~(6) Increased public recreation and open space~~
~~(7) Affordable Housing~~
~~(8) Mixed use developments and mixed use buildings~~
~~(9) Adjacent to lands developed with similar densities~~
~~(10) Connectivity between developments~~
~~(11) Donation of usable public land~~
~~(12) Use of multiple performance criteria to achieve higher densities~~
~~Transfer of Development Rights (TDR's)~~

Policy 1.6.9 has been amended to clarify the maximum base density and additional density if a proposal is consistent with the Bonus Density criteria. However, staff reports include an analysis for consistency with these standards but there is no points system in the Land Development Regulations but specific criteria are now proposed.

Policy 1.6.9*: Each village shall have a village center. The village center shall be designed as a shopping center to include uses such as grocery anchor, restaurants, office and general retail. Vertical mixed-use buildings are encouraged. ~~Bonus points for intensity shall be determined within the Land Development Regulations.~~*

The following new policy describes the maximum densities and intensities currently available in the Neighborhood Mixed Use land use category, which is not mentioned in this section as it is in the earlier summary policies. It also adds addition density for housing developments meeting the criteria of Policy 1.1.4.a and utilizes the proposed definitions of Workforce and Affordable housing and assigns them respective maximum densities.

Policy 1.6.13: *The maximum base density allowed for residential projects within the Neighborhood Mixed Use category is 3.5 dwelling units per acre. The maximum bonus density that may be allowed for residential projects is up to 5 dwelling units per acre if the bonus density criteria in the LDRs are met.*

The following new policy describes where the 12 du/ac maximum density can occur consistent with the LDRs.

> ***Policy 1.6.14:*** *Workforce Housing developments may have a maximum bonus density of 8 du/ac and Affordable Housing developments may have a maximum bonus density of 12 du/ac if bonus density criteria are met in Policy 1.1.4 and consistent with the criteria in the LDRs.*

The Urban Center Mixed Use land use designation is within the City of Arcadia Urban Expansion Area, which has public schools within it. As a comparison of the proposed increases in density and intensity, the City of Arcadia has the following land use categories and maximum densities/intensities that are adjacent to this area:

- Low Density Residential – 6 du/ac max
- Medium Density Residential – 14 du/ac max
- High Density Residential – 30 du/ac max
- Mixed Use Business – 14 du/ac max
- Business – 3.0 FAR max
- Public Building and Grounds – 3.0 FAR Max

According to Map FLUEMS-7 (see Exhibit C), the areas (north and east) adjacent to the City are designated Urban Center Mixed Use which has a base maximum density of 5 du/ac and a bonus density maximum of 8 (12 du/ac proposed for affordable housing). West of US 17 is designated Rural / Agricultural on County's land use.

The area along the south side of the City's golf course to NE Roan Street is designated by the City as Rec and Open Space (golf course), Industrial, Business, and Medium Density Residential, with appropriate buffering by new development in the county, and could be generally compatible with adjacent development (subject to County staff review of specific development applications).

> ***Policy 1.9.3****: A mixture of uses shall be provided within the Urban Center Mixed Use category. The mix shall be regulated by each Special Community as depicted in* ***Maps FLUEMS-7*** *and* ***FLUEMS-8*** *that include the Urban Center Mixed Use future land use designation as follows:*
>
> ***Arcadia Urban Expansion Area:***

General Use	*Density/ Intensity*	*Minimum*	*Maximum*
Non-Residential Uses	*0.6 FAR*	*30%*	*50%*

General Use	Density/ Intensity	Minimum	Maximum
Residential Uses	*~~8 du/ac~~* *Per Future Land Use Map Category*	*20%*	*50%*
Light Industrial	*0.6 FAR*	*0%*	*20%*

The following new policy describes the maximum densities available in the Urban Center Mixed Use land use category but are not mentioned in this section as it is in the earlier summary policies. It adds additional density for housing developments meeting the criteria of Policy 1.1.4.a and utilizes the proposed definitions of Workforce or Affordable housing and assigns them respective maximum densities.

> ***Policy 1.9.9:*** *The maximum base density allowed for residential projects within the Urban Center Mixed Use category is 5 dwelling units per acre. The maximum bonus density that may be allowed for residential projects is up to 8 dwelling units per acre if bonus density criteria in the LDRs are met.*

The following new policy describes the bonus density maximums for designated affordable and workforce housing developments if consistent with the criteria in the LDRs.

> ***Policy 1.9.10:*** *Workforce Housing developments may have a maximum bonus density of 8 du/ac and Affordable Housing developments may have a maximum bonus density of 12 du/ac if bonus density criteria are met in Policy 1.1.4 and consistent with the criteria in the LDRs.*

The following new policy clarifies the maximum FAR and makes it consistent with the existing numbers in the summary table in Policy 1.1.2. No changes to the maximum are proposed, just adds language in the related policies for clarification.

> ***Policy 1.9.11****: Non-residential projects within the Urban Center Mixed Use land use shall be limited to a maximum floor area ratio not to exceed 0.6 but may apply for bonus intensity of up to 2.0 FAR if the development meets the criteria in Policy 1.1.4 and the LDRs.*

The County does not have any policies or restricts (outside of FAA requirements surrounding airports) for building heights. The accompanying amendment to the Land Development Regulations provides a maximum height for residential uses.

New definitions are proposed to clarify references to “affordable housing” and “workforce housing” in these amendments.

DEFINITIONS

Affordable Housing means housing which is available at a price or rent not exceeding 30 percent of a household's gross income. Owner-occupied housing costs include principal, interest, insurance, and property taxes. Rental housing costs include the contract rent. Low-income households are defined as a household with gross income which are at or below 80 percent of median income adjusted for family size, consistent with annually adjusted Department of Housing and Urban Development income guidelines.

Workforce Housing *means housing affordable to natural persons or families whose total annual household income falls between 80% and 120% of the Area Median Income (AMI). Income limits, adjusted for household size.*

IV. DATA & ANALYSIS

Section 163.3177(1)(f), Florida Statutes, provides that all mandatory and optional elements of the comprehensive plan and plan amendments shall be based upon relevant and appropriate data and an analysis by the local government that may include, but not be limited to, surveys, studies, community goals and vision, and other data available at the time of adoption of the comprehensive plan or plan amendment. To be based on data means to react to it in an appropriate way and to the extent necessary indicated by the data available on that particular subject at the time of adoption of the plan or plan amendment at issue.

The following is a review for consistency with the DeSoto County Comprehensive Plan. Staff has also provided a more detailed *Supportive Data and Analysis Report for County-Initiated Comprehensive Plan Text Amendment COMP-0015-2025*, see Exhibit D, referenced in this report.

Consistency with the Comprehensive Plan

The proposed amendment application has been reviewed for consistency with the following Comprehensive Plan provisions.

Future Land Use Element (FLUE) Provisions

GOAL 1: FUTURE GROWTH. Through 2040, future growth in DeSoto County will be managed using sustainability and smart growth principles to accommodate new growth without compromising the ability of future generations to meet their needs. The Future Land Use Element shall be used as a tool to direct the most intensive

growth into the urban center and surrounding areas, optimizing services and infrastructure, protecting the rural character of the County, and protecting the environment.

Consistency analysis: The proposed amendment increasing the allowable density of the Urban Center Mixed Use and the Neighborhood Mixed-Use categories is for designated Workforce and Affordable housing developments. The policy has been amended for future projects to consider overall project design, proximity to public infrastructure (water, sewer, urban roads), employment, and services. The details implementing this policy have been moved to the LDRs. Increasing density and concentrating development in these areas is consistent with this goal. Based on the above, it is concluded the amendment can be found ***consistent*** *with this goal.*

Policy 1.1.13: *BEBR*. The County will ensure that the Future Land Use Map includes adequate amounts of lands to accommodate the medium projected housing growth by the University of Florida's Bureau of Economic and Business Research for a 10-year and 15-year planning period.

Consistency analysis: According to UF BEBR, using a Medium population growth, the county's population is expected to grow by approximately 1,000 persons in 25 years (40 persons or 7 dwelling units per year). Using UF BEBR's High projections, the county's population is expected to grow by approximately 6,500 persons in 25 years (260 persons or 102 dwelling units per year). Given the amount of growth and development in the county, the High projection at this point in 2025, is a more reasonable projection. This slower rate of growth provides the County with decades to meet adopted level of service standards. It is also important to acknowledge that Future Land Use designations and their maximum density have little to no impact on the rate or amount of population growth in this case. Most developments do not utilize the maximum development density or intensity available. Based on the above, it is concluded the amendment can be found ***consistent*** *with this policy.*

Objective 1.16: Sprawl and Redevelopment. The County shall maintain regulations and procedures to limit the proliferation of urban sprawl and encourage redevelopment and revitalization of blighted areas.

Policy 1.16.1: The County shall encourage infill development within the Urban Center Mixed Use, Employment Center and Neighborhood Mixed Use Areas of the County by:

(1) Increases in densities or intensities of use for infill parcels served by adequate public facilities and services.
(2) Expedition of the permitting process for infill development proposals.
(3) Consideration of exceptions to requirements such as minimum lot sizes, minimum setbacks, or minimum parking requirements to provide for residential, affordable residential and economically viable commercial opportunities that are compatible with the adjacent uses.

(4) Prioritize public expenditures to areas of higher intensities and densities of use to encourage development to locate where public facilities are more readily and more economically available.
(5) Coordination with municipal, county and state transportation facilities to provide adequate levels of service that support higher densities and intensities of development within or adjacent to currently developed areas.

Consistency analysis: The Urban Center Mixed Use and Neighborhood Mixed Use Areas and the specific areas identified are recognized as being in developing and redevelopment areas of the county in proximity to infrastructure and services. Concentrating Workforce and Affordable residential development within these areas potentially increases the efficiency of County services and infrastructure. Proximity to employment also increased affordability and overall cost of living for residents. Based on the above, it is concluded that the amendment can be found ***consistent*** *with this policy and the Supportive Data and Analysis Report.*

FLUE Policy 1.16.2: The County shall direct development to areas where services and facilities are available to accommodate additional growth.

Consistency analysis: *The Urban Center Mixed Use and Neighborhood Mixed Use Areas and the specific areas identified are recognized as being in developing and redevelopment areas of the county in proximity to infrastructure and services. Concentrating Workforce and Affordable residential development within these areas potentially increases the efficiency of County services and infrastructure. Proximity to employment also increased affordability and overall cost of living for residents.*

The proposed amendments to increase the bonus density of affordable housing only in these specific areas is consistent with this policy and the Supportive Data and Analysis Report.

Based on the higher BEBR population projections, it is concluded that DeSoto County will have decades to accommodate any impacts generated from the proposed amendment. Based on the above, it is concluded the amendment can be found ***consistent*** *with this policy and the Supportive Data and Analysis Report.*

Objective 1.22: Concurrency Management. DeSoto County shall implement a development review process to ensure that development occurs where public facilities have sufficient capacity to serve the existing population, reservations of approved development orders, and for the needs of the development proposed, based on level-of-service standards as established by the Comprehensive Plan, adopted in accordance with Section 163.3202(1), FS. and implemented through the procedures within the Land Development Regulations.

Consistency analysis: *DeSoto County's Comprehensive Plan enforces concurrency management consistent with State requirements (Chapter 163.3180)*

and those outlined in the LDRs and Comprehensive Plan. All new development will be required to meet these requirements.

According to UF BEBR, using a medium population growth, the county's population is expected to grow by approximately 1,000 persons in 25 years (40 persons or 7 dwelling units per year). Using UF BEBR's High projections, the county's population is expected to grow by approximately 6,500 persons in 25 years (260 persons or 102 dwelling units per year). Given the amount of growth and development in the county, the High projection at this point in 2025, is a more reasonable projection. This slower rate of growth provides the County with decades to meet adopted level of service standards. Based on the above, it is concluded the amendment can be found ***consistent*** *with this objective, supporting policies, and the Supportive Data and Analysis Report.*

Objective 3.1: Fort Ogden Community: Vision Statement. The County recognizes the Fort Ogden Community (as designated in the Interim 2040 Existing Community Overlay Map FLUEMS-7 and shall preserve the character of this community as a Rural Settlement.

Consistency analysis: *The proposed text amendment does not impact Fort Ogden. Based on the above, it is concluded that the amendment can be found* ***consistent*** *with this objective.*

Objective 3.2: Nocatee Community: Vision Statement. The County recognizes the Nocatee Community (as designated in the Interim 2040 Existing Community Overlay Map FLUEMS-7 and shall preserve the character of this community as a contemporary, mixed use community.

Consistency analysis: *The proposed text amendment increases the maximum bonus density for designated Workforce and Affordable housing developments within the Neighborhood Mixed Use Future Land Use Category, which includes the Nocatee community. Nocatee Elementary School is located within the Nocatee Community.*

Like all development, any application, whether low density or higher density, is analyzed by staff to determine if the project meets the standards of the Comprehensive Plan and LDRs. All projects are brought before the Board of County Commissioners in a public hearing to determine if the project is also compatible with the area.

Any proposed development within the Nocatee community will be required to be consistent with the Neighborhood Mixed Use designation, this objective and its supporting policies addressing planning principles, design standards, and protection of adjacent rural areas. Any development proposed will be required to

*be consistent with the character of the area. Based on the above, it is concluded that the amendment can be found **consistent** with this objective.*

Objective 3.3: Arcadia Urban Expansion Area: Vision Statement. The County recognizes the Arcadia Urban Expansion Area (as designated in the Interim 2040 Existing Community Areas Overlay Map FLUEMS-7) and shall guide the development of these lands into compact, mixed-use, pedestrian friendly neighborhoods connected by areas of permanent open space. The form of new development within the expansion area is intended to extend the historic development patterns of the existing "central city" and to reinforce the vision of Arcadia as a City and not as a central city surrounded by suburban sprawl development.

Consistency analysis: *The proposed text amendment increases the maximum bonus density for Workforce and Affordable Housing developments within the Urban Center Mixed Use and Neighborhood Mixed Use Future Land Use Categories, which includes the Arcadia Urban Expansion Area. As a comparison of the existing maximum base, bonus, and proposed increase in density for affordable projects, the City of Arcadia has the following land use categories and maximum densities/intensities that are adjacent to this area which in some cases are higher:*

- *Low Density Residential – 6 du/ac max*
- *Medium Density Residential – 14 du/ac max*
- *High Density Residential – 30 du/ac max*
- *Mixed Use Business – 14 du/ac max*
- *Business – 3.0 FAR max*
- *Public Building and Grounds – 3.0 FAR Max*

According to Map FLUEMS-7 (see Exhibit C), the areas (north and east) adjacent to the City are designated Urban Center Mixed Use which has a base maximum density of 5 du/ac and a bonus density maximum of 8 (12 du/ac proposed for affordable housing).

The area along the south side of the City's golf course to NE Roan Street is designated by the City as Rec and Open Space (golf course), Industrial, Business, and Medium Density Residential, with appropriate buffering by new development in the county, and could be generally compatible with adjacent development (subject to County staff review of specific development applications).

Like all development, any application, whether low density or higher density, is analyzed by staff to determine if the project meets the standards of the Comprehensive Plan and LDRs. All projects are brought before the Board of County Commissioners in a public hearing to determine if the project is also compatible with the area.

Any proposed development within the Arcadia Urban Expansion Area will be required to be consistent with the designations, objectives and supporting policies addressing the area's philosophy, guiding principles, standards for review, design, TND principles, and street network. Based on the above, it is concluded that the amendment can be found ***consistent*** *with this objective.*

Supportive Data and Analysis Report

Exhibit D is the Supportive Data and Analysis Report, which analyzes the impact of the proposed amendment on the County's infrastructure and services. The report analyzes the proposed increase in density for this existing land use category versus growth projections, infrastructure, and services provided by the County.

This report analyzes the existing base, bonus, and proposed maximum densities allowed by the amendments. However, it's important to also consider that the build-out of an area is usually substantially lower than the maximum density allowed in the future land use category. The existing FLUM has few locations that achieve maximum buildout / density (maximum dwelling units per acre).

The areas that are close to the maximum are usually those on existing smaller lots or with low density residential type subdivisions (tract home builders) where 2 or 3 du/ac is the typical maximum. When a development would utilize the denser 9-12 du/ac max for affordable housing, it typically occurs as one development of approximately 200 – 250 multi-family dwelling units with designated affordable units, associated parking, open space, and an amenity center near employment or service opportunities. The amendment caters to a limited number of builders and developers as well that would utilize it.

The report analyzed the eligible areas and created a more realistic build-out and growth projections for the subject areas and analyzed those impacts. It needs to be recognized that DeSoto County (or likely any country) does not have the current capacity in their infrastructure and services for their *existing and adopted* Future Land Use Map at buildout with maximum density. That was not the intent of the FLUM when established by the 1985 Growth Management Act to have all infrastructure and services existing for the current FLUM but was put in place as a 20-year plan along with the concurrency requirements to ensure development grew consistent with the County's adopted level-of-services standards for its infrastructure and services. The concurrency management policies of the Comprehensive Plan and LDRs ensure that all proposed development addresses these issues and requirements with each land development application. The County also makes capacity-adding improvements as required with its annually updated Capital Improvement Plan (CIP). Given all these factors, the supportive report concludes that that there are no issues from a future capacity perspective not to support the amendment.

IV. PUBLIC NOTICE

Section 163.3184(11)(b), Florida Statutes, establishes the public hearing requirements for local Comprehensive Plan amendments. It provides the local governing body shall hold at least two advertised public hearings on the proposed amendment. The first public hearing is held at the transmittal stage. The public hearing must be held on a weekday at least 7 days after the day that the first advertisement is published pursuant to the requirements of chapter 125 or chapter 166. The second public hearing must be held at the adoption stage. That hearing must be held on a weekday at least 5 days after the day that the second advertisement is published pursuant to the requirements of chapter 125 or chapter 166.

Public notice includes advertising the amendment in a newspaper of general circulation in DeSoto County at least 10 days prior to each public hearing for the text amendment. The County has provided evidence that the amendment was noticed at least 10 days before the Planning Commission public hearing. Such notice is filed with the Division and incorporated herein by reference.

Florida Statutes Chapter 163.3184(3) Expedited State Review Process, which outlines the specific process for text amendments to Comprehensive Plans. These proposed amendments will have the following schedule:

- October 07, 2025 and March 3, 2026 – Legislative public hearing by the Planning Commission sitting as the Local Planning Agency
- March 10, 2026– Legislative public hearing with the Board of County Commissioners to consider transmittal of amendment to State.
- To Be Determined - Legislative public hearing with the Board of County Commissioners to consider adoption of the amendment.

Required Notifications

The public hearing on this item was advertised in the newspaper indicating the time, date, and location of the hearing as required by the State Statute and the DeSoto County Land Development Regulations.

V. ATTACHMENTS

Exhibit A: Expedited State Review Flow Chart

Exhibit B: Map FLUEMS-7, Existing Community Overlay Map

Exhibit C: Proposed Resolution

Exhibit D: Supportive Data and Analysis Report

VI. FINDINGS AND CONCLUSIONS

Based upon the information contained in this Development Review Report, the following findings of fact and conclusions of law are offered:

1. An application to amend the Comprehensive Plan's Interim 2040 Future Land Use Element by changing the base and bonus residential density maximums in the Neighborhood Mixed Use and Urban Center Mixed Use designation was filed with the Development Department. The Development Department has reviewed the application and determined the application is complete.

2. The Planning Director has reviewed the text amendment application for consistency with Section 163.3184(3), Florida Statutes, and concludes the application can be found to be **consistent** with those requirements.

3. The Planning Director has reviewed the proposed amendment against the Comprehensive Plan's goals, objectives and policies and concludes it can be found to be **consistent**.

4. The due public notice requirements have been satisfied.

VII. A L T E R N A T I V E A C T I O N S

The Planning Commission / LPA has one of the following alternative actions at its disposal:

A. Enter into the record the Development Review Report and all other record evidence presented at the hearing and forward the record to the Board of County Commissioners with a recommendation of approval and that the proposed Resolution be transmitted to the State Department of Commerce.

B. Enter into the record the Development Review Report and all record evidence presented at the hearing, amend the findings and conclusions contained herein to support the Planning Commission's recommendation, and forward the record to the Board of County Commissioners with the recommendation of denial and that the proposed Resolution is not transmitted to the State Department of Commerce.

VIII. RECOMMENDED ACTION

A. Planning Commission recommendation. Heard at the October 7, 2025 and March 3, 2026. Planning Commission had many comments and suggestions at the October 7, 2025 meeting, therefore staff revised proposal.
Planning Commission recommended approval at the March 3, 2026, 5-0

B. Board of County Commission action. The first reading is scheduled for March 10, 2026 meeting for transmittal.

Exhibit A – Expedited State Review Flow Chart

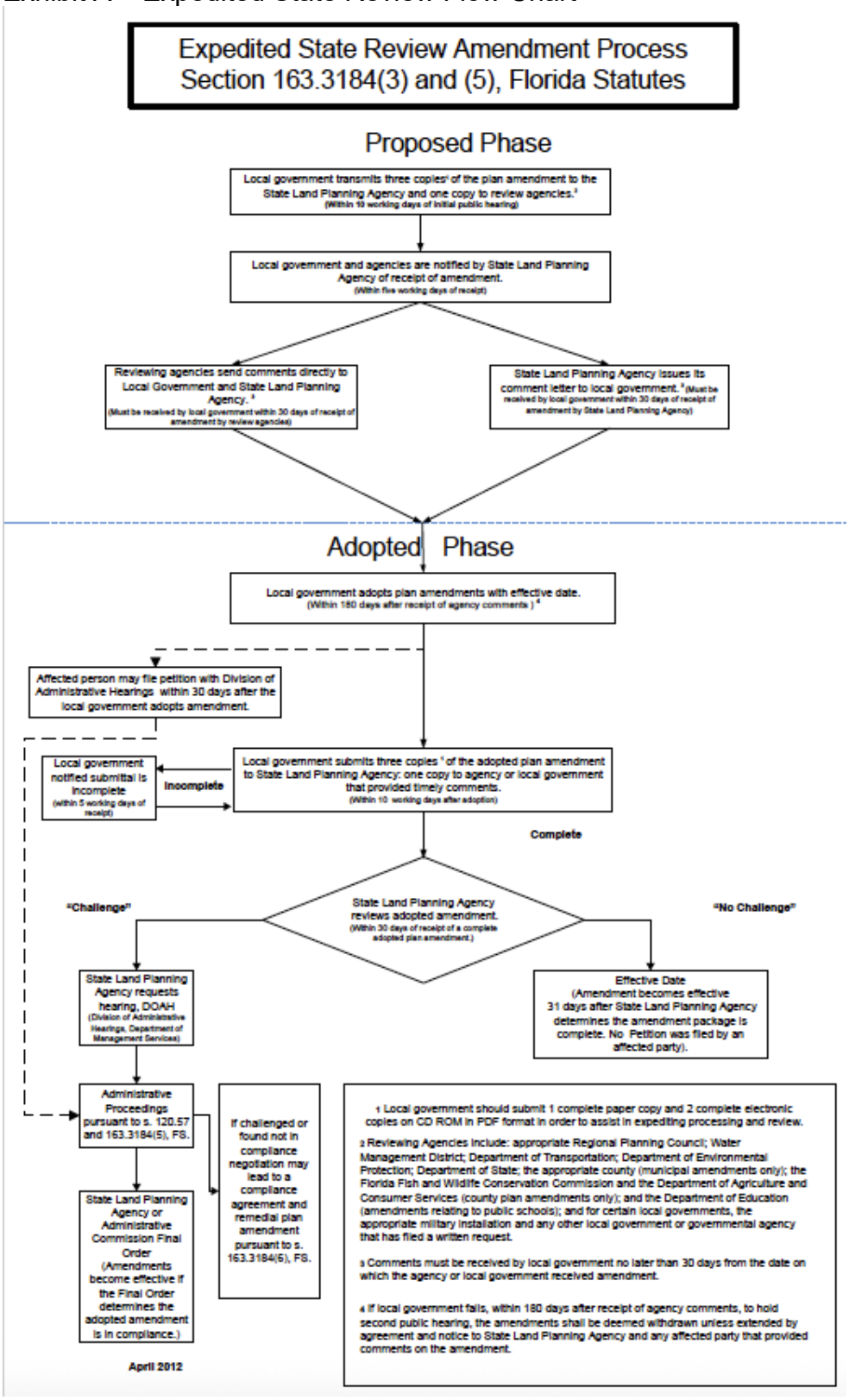


Exhibit B: Proposed Resolution

Exhibit C: Map FLUEMS-7

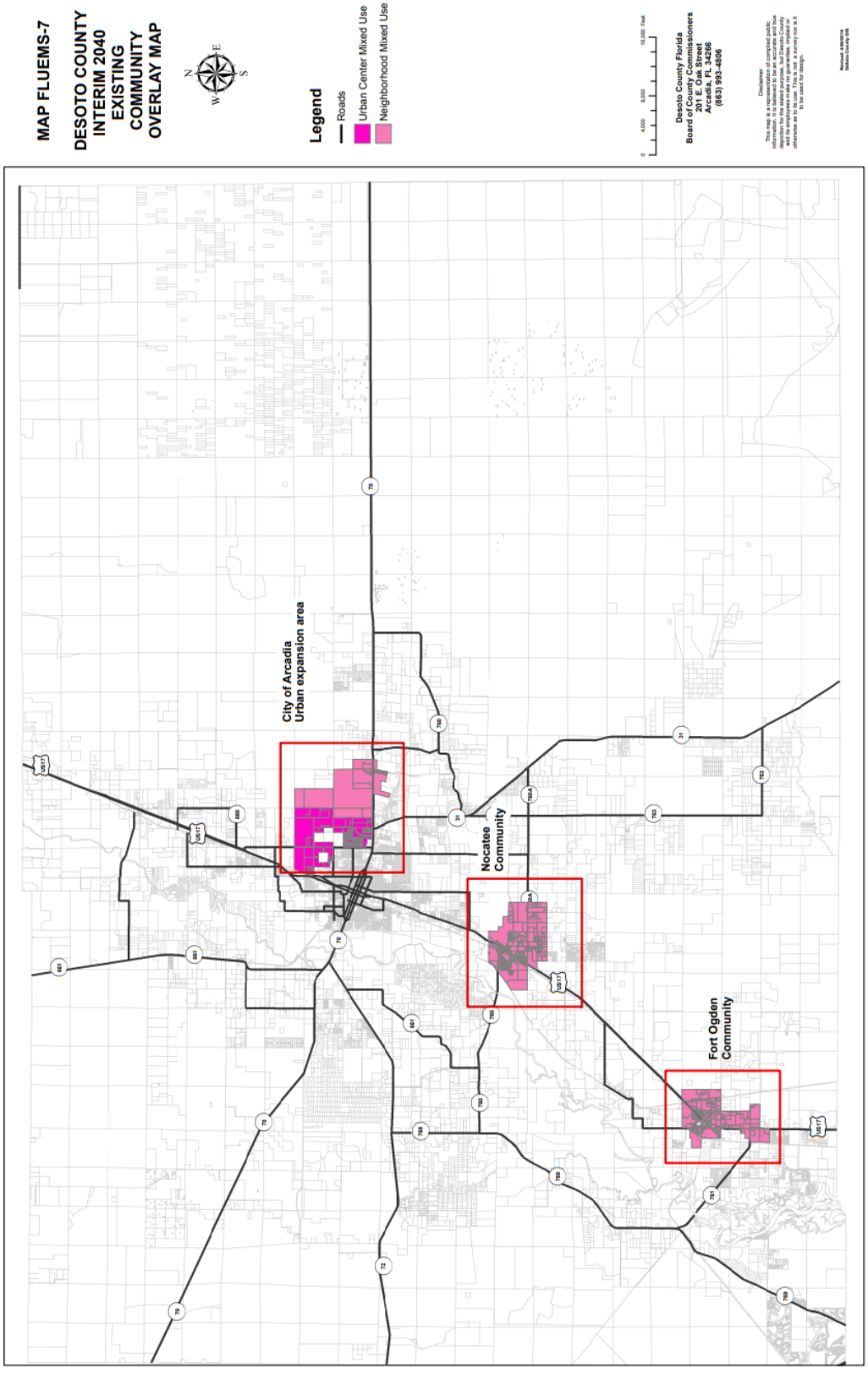


Exhibit D: Supportive Data and Analysis Report

DESOTO COUNTY, FLORIDA
RESOLUTION 2026- ___

A RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING FOR TRANSMITTAL TO ALL REQUIRED ENTITIES A COMPREHENSIVE PLAN TEXT AMENDMENT TO THE FUTURE LAND USE ELEMENT TO AMEND OBJECTIVE 1.1 "LAND USE CATEGORIES ESTABLISHED," RELATED TO DENSITY AND INTENSITY BONUS CRITERIA; AMENDING OBJECTIVE 1.6 "NEIGHBORHOOD MIXED USE CATEGORY DEFINED" AND OBJECTIVE 1.9 "URBAN CENTER LAND USE CATEGORY DEFINED" TO ALLOW FOR INCREASED BONUS DENSITY MAXIMUMS FOR THE LIMITED PURPOSE OF AFFORDABLE AND/OR WORKFORCE HOUSING; CLARIFYING LANGUAGE FOR CONSISTENCY; PROVIDING FOR DEFINITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners (hereinafter referred to as the "Board") to prepare and enforce comprehensive plans for the development of DeSoto County (the "County"); and

WHEREAS, the County's Development Department initiated this Comprehensive Plan Text Amendment (COMP-0015-2025) to amend the Future Land Use Element, including Objective 1.1 (Land Use Categories Established), Objective 1.6 (Neighborhood Mixed Use Category Defined), and Objective 1.9 (Urban Center Mixed Use Category Defined), in order to clarify density and intensity bonus criteria and to authorize increased bonus density maximums for designated Workforce Housing and Affordable Housing developments within limited future land use categories; and

WHEREAS, the proposed amendment related to Workforce Housing and Affordable Housing density bonus is limited to the Neighborhood Mixed Use and Urban Center Mixed Use Future Land Use Map categories, which are generally located in proximity to existing or planned public infrastructure, central water and sewer service, paved roadways, schools, employment centers, and other community services; and

WHEREAS, the Board finds that concentrating higher residential densities in areas served by infrastructure and services promotes efficient use of public facilities, reduces sprawl, supports concurrency management, and advances the County's stated goal of directing the most intensive growth into the urban center and surrounding areas while protecting rural and agricultural lands; and

WHEREAS, the Board finds that allowing increased bonus densities for designated Workforce Housing and Affordable Housing developments within the Neighborhood Mixed Use and Urban Center Mixed Use categories may encourage the development of attainable housing in locations that are more efficient to serve and more accessible to employment, schools, and services; and

WHEREAS, the proposed amendment does not alter the base densities of the subject land use categories, does not mandate approval of any specific development, and does not eliminate the requirement that all development comply with concurrency management, level-of-service standards, compatibility requirements, and all applicable provisions of the Comprehensive Plan and Land Development Regulations; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board is required to transmit to the reviewing agencies and any other local government or governmental agency that has filed a written request with the governing body the proposed Comprehensive Plan amendments; and

WHEREAS, public transmittal hearings on the Comprehensive Plan amendment were held by the DeSoto County Planning Commission, acting as the Local Planning Agency, on March 3, 2026, and by the Board on March 10, 2026, pursuant to Sections 163.3184 (3) and (5), F. S.; and

WHEREAS, the Board of County Commissioners directs the Development Director to transmit Comprehensive Plan amendment to all required entities and designates the Development Director as the contact person; and

WHEREAS, upon the receipt of DeSoto County Comprehensive Plan amendment by the Florida Department of Commerce (FDC), the FDC must review the amendment and issue to DeSoto County an Objections, Recommendations and Comments (ORC) Report on the amendment; and

WHEREAS, upon receipt of FDC's ORC Report, DeSoto County has 180 days to adopt, adopt with changes, or not adopt the Comprehensive Plan amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORDA, AS FOLLOWS:

SECTION 1. The Board of County Commissioners hereby directs the Development Director to transmit said Comprehensive Plan amendment to all required reviewing entities by Section 163.3184, Florida Statutes, the proposed amendments to the DeSoto County Comprehensive Plan text, revising Policies 1.1.2, 1.1.3, 1.1.4, 1.6.9, and 1.9.3; creating new policies 1.6.13, 1.6.14, 1.9.9, 1.9.10, and 1.9.11, and providing for newly defined terms, as more particularly set forth in Exhibit A to this Resolution, and designates the Development Director as the contact person for said amendment package**.**

SECTION 2. The proposed amendment to the DeSoto County Comprehensive Plan is attached as Exhibit A to this Resolution.

PASSED AND DULY ADOPTED in DeSoto County, Florida, this 10th day of March 2026.

ATTEST:

BY: _____
Mandy Hines
County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Hickox
Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente
County Attorney

EXHIBIT A

DESOTO COUNTY COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT GOALS, OBJECTIVES AND POLICIES

Excerpt

Objective 1.1: Land Use Categories Established

***

Policy 1.1.2: Land Use Categories Summary. The County shall implement the following land use categories as shown on the Future Land Use Map:

Land Use Categories	Base Density/Intensity	Bonus Density/Intensity* ~~(Policy 1.1.3)~~
Rural/Agriculture	Residential – Up to 1 du/10 acres Non-residential – Up to 0.4 FAR maximum	**No bonus**
Low-Density Residential	Residential – Up to 2 du/acre Non-residential – Up to 0.4 FAR	3.5 du/ac maximum* 1.0 FAR maximum
Medium-Density Residential	Residential – Up to 3.5 du/acre	5 du/ac maximum *
Neighborhood (Live/Work) Mixed Use	Residential – Up to 3.5 du/acre Non-residential – Up to 0.4 FAR	5 du/ac maximum* 8 du/ac maximum for workforce housing* 12 du/ac maximum for affordable 0.6 FAR maximums
Employment Center	Non-residential – Up to 0.5 FAR	Non-residential – Up to 0.7 FAR 0.7 FAR maximum*
Urban Central Mixed Use	Residential – Up to 5 du/acre Non-residential – Up to 0.6 FAR	8 du/acre maximum 10 du/acre maximum for workforce

		housing* 12 du/acre maximum for affordable housing* 2.0 FAR maximum
Commercial	Non-residential- Up to 0.25 FAR	Non-residential – Up to 0.35 FAR maximum*
Public Land and Institutions	Publicly and semi-publicly owned lands that are effectively controlled from developing into a typical residential density or private non-residential land use not involved in service to the public. Examples include park, correctional facilities, sewer plants, etc.	
Electrical Generating Facility	This land use category is intended for electrical power generating facilities, which includes electric power plants and related facilities. This public service use includes directly related facilities for the production of electricity.	
Preservation	Dedicated by plat, site plan, easement or similar designation; permanently protected environmentally sensitive lands that may only be utilized for limited passive recreation.	
Overlays	**Conservation**: Limited development subject to environmental analysis and protection of natural resources. Reverts to underlying future land use category if not in conservation area.	
	Generalized Phosphate Mining: Areas identified as having the highest potential for phosphate mining based on soil types and recognized mineral deposits.	
	Existing Community Overlays (see Map FLUEMS-7): Areas identified as Fort Ogden, Nocatee, and the City of Arcadia Urban Expansion Area (Map FLUEMS-7).	
Master Planned Area	Identified and planned larger projects that must be developed as a whole. They are identified to ensure overall community/county integration and vision is achieved, versus isolated islands of development.	

Note: This is a summary table, please check associated policies for specific regulations as some land use categories have additional requirements or limitations.
*Subject to Policy 1.1.4.

Policy 1.1.3: Density Unit and Intensity Bonus Limits. The Land Development Regulations shall require that ~~Planned Developments~~ developments seeking bonus density and/or intensity meet the ~~and include~~ performance criteria for density and intensity bonuses within the various future land use categories, up to the following levels:

(1) Low-Density Residential Use - Up to 3.5 dwelling units per acre and up to a 1.0 FAR.
(2) Medium-Density Residential Use - Up to 5 dwelling units per acre
(3) Neighborhood Mixed Use – Up to 5 dwelling units per acre for market rate residential

units and up to 8 du/ac for Workforce Housing and up to 12 du/ac for Affordable Housing (per Policy 1.1.4) and up to 0.6 FAR

(4) Employment Center- up to 1.2 FAR

(5) Urban Center Mixed Use – Up to 8 dwelling units per acre for market rate residential units and up to 10 du/ac for Workforce Housing and up to 12 du/ac for Affordable Housing (per Policy 1.1.4); up to 1.6 FAR

Policy 1.1.4 : Density and Intensity Bonus Criteria. ~~A bonus point schedule shall be established within the Land Development Regulations.~~ The Land Development Regulations shall provide criteria for the award of bonus density and intensity which ~~schedule~~ shall give consideration to the~~ performance criteria listed below as a minimum:~~

~~(1) Provisions and~~ overall design of the project, proximity to public infrastructure (water, sewer, urban roads), employment, affordable housing, and services.

~~(2) Proximity to public safety (Fire/EMS)~~

~~(3) Proximity to schools~~

~~(4) Use of clustering and protection of environmentally sensitive areas~~

~~(5) Increased urban design and landscaping~~

~~(6) Increased public recreation and open space~~

~~(7) Affordable Housing~~

~~(8) Mixed use developments and mixed use buildings~~

~~(9) Adjacent to lands developed with similar densities~~

~~(10) Connectivity between developments~~

~~(11) Donation of usable public land~~

~~(12) Use of multiple performance criteria to achieve higher densities Transfer of Development Rights (TDR's)~~

***

Objective 1.6: Neighborhood Mixed Use Category Defined.

***

Policy 1.6.9: Each village shall have a village center. The village center shall be designed as a shopping center to include uses such as grocery anchor, restaurants, office and general retail. Vertical mixed-use buildings are encouraged. ~~Bonus points for intensity shall be determined within the Land Development Regulations.~~

***

Policy 1.6.13: The maximum base density allowed for residential projects within the Neighborhood Mixed Use category is 3.5 dwelling units per acre. The maximum bonus density that may be allowed for residential projects is up to 5 dwelling units per acre if the bonus density criteria in the LDRs are met.

***

Policy 1.6.14: Workforce Housing developments may have a maximum bonus density of 8 du/ac and Affordable Housing developments may have a maximum bonus density of 12 du/ac if bonus density criteria are met in Policy 1.1.4 and consistent with the criteria in the LDRs.

***

Objective 1.9: Urban Center Land Use Category Defined.

***

Policy 1.9.3: A mixture of uses shall be provided within the Urban Center Mixed Use category. The mix shall be regulated by each Special Community as depicted in **Maps FLUEMS-7** and **FLUEMS-8** that include the Urban Center Mixed Use future land use designation as follows:

Arcadia Urban Expansion Area:

General Use	Density/ Intensity	Minimum	Maximum
Non-Residential Uses	0.6 FAR	30%	50%
Residential Uses	~~8 du/ac~~ Per Future Land Use Map Category	20%	50%
Light Industrial	0.6 FAR	0%	20%

***

Policy 1.9.9: The maximum base density allowed for residential projects within the Urban Center Mixed Use category is 5 dwelling units per acre. The maximum bonus density that may be allowed for residential projects is up to 8 dwelling units per acre if bonus density criteria in the LDRs are met.

Policy 1.9.10: Workforce Housing developments may have a maximum bonus density of 8 du/ac and Affordable Housing developments may have a maximum bonus density of 12 du/ac if bonus density criteria are met in Policy 1.1.4 and consistent with the criteria in the LDRs.

Policy 1.9.11: Non-residential projects within the Urban Center Mixed Use land use shall be limited to a maximum floor area ratio not to exceed 0.6 but may apply for bonus intensity of up to 2.0 FAR if the development meets the criteria in Policy 1.1.4 and the LDRs

***

DEFINITIONS

Affordable Housing means housing which is available at a price or rent not exceeding 30 percent of a household's gross income. Owner-occupied housing costs include principal, interest, insurance, and property taxes. Rental housing costs include the contract rent. Low-income households are defined as a household with gross income which are at or below 80 percent of median income adjusted for family size, consistent with annually adjusted Department of Housing and Urban Development income guidelines.

***

Workforce Housing means housing affordable to natural persons or families whose total annual household income falls between 80% and 120% of the Area Median Income (AMI). Income limits, adjusted for household size.

***

DeSoto County

3/10/2026

Item #: 17.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 9:00 am
☒ Public Hearing Resolution

DEPARTMENT: Planning & Zoning
SUBMITTED BY: **Laura McClelland**
PRESENTED BY: **Misty Servia**

TITLE & DESCRIPTION:
Resolution / Comp Plan Amendment Transmittal for Essential Services (COMP-0017-2025)

REQUESTED MOTION:
A motion to adopt the proposed resolution approving the transmittal of this Comprehensive Plan amendment, expanding and clarifying the existing definition of essential services and enter into the record the development review report and the findings and conclusions and all other competent substantial evidence presented at the hearing.

SUMMARY:
The proposed text amendment to the DeSoto County Comprehensive Plan Future Land Use Element is related to land uses designated as Essential Services with the goal of increasing efficiency for providing Essential Services to the residents and business owners in DeSoto County.

BACKGROUND:
DeSoto County Government owns and operates various types of infrastructure, including potable water and sanitary sewer utility systems, which includes underground pipes but also includes physical plants, pump stations, water towers, lift stations, and other above-ground infrastructure. Additionally, the county's Public Safety Department provides fire and emergency management services, and the county also operates a landfill for solid waste disposal. These services are housed in buildings owned/operated to serve the public, another component of Essential Services.
The City of Arcadia's Airport is critical infrastructure, but municipal airports are not currently included under the definition of Essential Services. This deficiency was noted when the airport sought a small expansion to build cabins for their existing campground for temporary lodging for pilots, but the expansion was difficult to complete within the

procedural requirements of the LDR without an approved master plan/Development Plan showing those entitlements. And, while the airport is owned and operated by the City, the airport is in unincorporated DeSoto County and therefore subject to the county's regulations.

While the City's airport was the catalyst for re-evaluating the application of Essential Services in the Comprehensive Plan, it also provided an opportunity to refine the definition to broadly include structures and services owned and operated by government entities.

Expanding and clarifying the existing definition will also allow the Comprehensive Plan and the LDR to consistently reference Essential Services in both documents, as the existing definition of Essential Services in Policy 1.1.14 is currently inconsistent with the definition in the LDRs.

Amendments to the LDRs are being proposed simultaneously but can only be adopted after adoption of the Comprehensive Plan amendment. Should the Comprehensive Plan amendment fail to be adopted, the LDR amendments could not be approved.

It is noted that the Essential Services definition contextually is not related to the essential services debated during the COVID epidemic but limited to services from a land use perspective, recognizing that it is appropriate to allow them in all zoning districts given their role as critical supporting infrastructure and services to the public.

CASE#:	COMP-0017-2025
REQUEST:	County-Initiated Text Amendment to the Comprehensive Plan Future Land Use Element
APPLICANT:	DeSoto County Government
PROPERTY ID:	N/A
PROPERTY ADDRESS:	N/A

DEVELOPMENT REVIEW REPORT

The proposed text amendment to the DeSoto County Comprehensive Plan Future Land Use Element is related to land uses designated as Essential Services with the goal of increasing efficiency for providing Essential Services to the residents and business owners in DeSoto County.

I. BACKGROUND

DeSoto County Government owns and operates various types of infrastructure, including potable water and sanitary sewer utility systems, which includes underground pipes but also includes physical plants, pump stations, water towers, lift stations, and other above-ground infrastructure. Additionally, the county's Public Safety Department provides fire and emergency management services, and the county also operates a landfill for solid waste disposal. These services are housed in buildings owned/operated to serve the public, another component of Essential Services.

The City of Arcadia's Airport is critical infrastructure, but it is not currently included under the definition of Essential Services. This deficiency was noted when the airport sought a small expansion to build cabins for their existing campground for temporary lodging for pilots, but the expansion was difficult to complete within the procedural requirements of the LDR without an approved master plan/Development Plan showing those entitlements. And, while the airport is owned and operated by the City, the airport is in unincorporated DeSoto County and therefore subject to the county's regulations.

While the City's airport was the catalyst for re-evaluating the application of Essential Services in the Comprehensive Plan, it also provided an opportunity to refine the definition to broadly include structures and services owned and operated by government entities.

Expanding and clarifying the existing definition will also allow the Comprehensive Plan and the LDR to consistently reference Essential Services in both documents, as the

existing definition of Essential Services in Policy 1.1.14 is currently inconsistent with the definition in the LDRs.

Amendments to the LDRs are being proposed simultaneously but can only be adopted after adoption of the Comprehensive Plan amendment. Should the Comprehensive Plan amendment fail to be adopted, the LDR amendments could not be approved.

It is noted that the Essential Services definition contextually is not related to the essential services debated during the COVID epidemic but limited to services from a land use perspective, recognizing that it is appropriate to allow them in all zoning districts given their role as critical supporting infrastructure and services to the public.

II. PROPOSED CHANGES

The following revisions to Policy 1.1.14 are proposed and shown in strike-thru/underline format:

> **Policy 1.1.14**: *Essential Services and Structures*. "Essential Services" means government owned services and structures, including but not limited to utilities, general communications, public safety uses, municipal public-use airports, penal facilities, and solid waste disposal facilities and ~~(to include infrastructure such as water, wastewater, cable TV, etc.) and "Essential Services Facilities" (to include structures, housing or ancillary infrastructure) shall~~ may be allowed in any zone district ~~through the~~ as provided by the County's Land Development Regulations ~~Development Plan process~~.

III. DATA & ANALYSIS

Section 163.3177(1)(f), Florida Statutes, provides that all mandatory and optional elements of the comprehensive plan and plan amendments shall be based upon relevant and appropriate data and an analysis by the local government that may include, but not be limited to, surveys, studies, community goals and vision, and other data available at the time of adoption of the comprehensive plan or plan amendment. To be based on data means to react to it in an appropriate way and to the extent necessary indicated by the data available on that particular subject at the time of adoption of the plan or plan amendment at issue.

The current policy's definition of essential services does not capture all critical services and is inconsistent with the LDRs.

IV CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed text amendment application has been reviewed for consistency with the following Comprehensive Plan provisions.

Future Land Use Element (FLUE) Provisions

GOAL 1: FUTURE GROWTH. Through 2040, future growth in DeSoto County will be managed using sustainability and smart growth principles to accommodate new growth without compromising the ability of future generations to meet their needs. The Future Land Use Element shall be used as a tool to direct the most intensive growth into the urban center and surrounding areas, optimizing services and infrastructure, protecting the rural character of the County, and protecting the environment.

*Consistency analysis: The proposed amendment will help ensure the infrastructure and services are in place in a timely fashion to serve growth. Based on the above, it is concluded the amendment can be found **consistent** with this goal.*

FLUE Policy 1.16.2: The County shall direct development to areas where services and facilities are available to accommodate additional growth.

Consistency analysis: *The proposed amendment will help to ensure the infrastructure and services are in place in a timely fashion to serve growth. Based on the above, it is concluded the amendment can be found **consistent** with this goal.*

Objective 1.10: Public Lands and Institutions (PLI) Category Defined. The Public Lands and Institutions land use category includes only those lands that are legally owned or leased long-term (20 years+) by a local, state, federal, public utility or special government and used specifically to serve the public in some capacity. This category is designated solely to show the location and variety of such governmental uses and to depict a more accurate picture of residential density within the FLUM. These are generally long-term uses that will be utilized publicly for over 50 years.

MEASUREABLE TARGET: Description of new developments each year on Public Lands-Intuitional lands and conformity of said development to the description of uses in the following policies.

Policy 1.10.1: *Public Lands and Institutions Category Location*. The following criteria shall be used for assigning new areas for the Public Lands and Institutions (PLI) land use category on the Future Land Use Map:

(1) Land already legally owned or controlled by a governmental entity and used in the service of the public.
(2) When privately owned lands are permanently deeded, purchased, or leased long-term (20+years) for governmental use purposes, the County shall amend the Future Land Use Plan Map at the next available plan amendment cycle to change the land use to the Public Lands and Institutions Land Use designation Additional land will be designated as PLI as new facilities are built over time such as schools utility plants, active parks.

Policy 1.10.2: *Public Lands and Institutions Category Uses*. This land use category includes those lands which contain State, Federal and City, County, School, and other quasi-governmental owned facilities that are publicly owned or controlled but are not Preservation. They may contain:
(1) Governmental offices;
(2) Public Works Facilities. Maintenance Departments;
(3) Active and Passive parks;
(4) Caretaker Residence;
(5) Utility plants and facilities, excluding electrical generating plants;
(6) Schools;
(7) Correctional facilities, Civil Commitment Center;
(8) Stormwater detention/retention Facilities and Water Reservoirs; and
(9) Similar public service facilities.

Consistency analysis: *The proposed amendment will help ensure the infrastructure and services meeting the definition of essential services can be appropriately and timely located. The City of Arcadia Airport is located in the Public Lands and Institutions future land use category and defining the airport under Essential Services can be found to be found* ***consistent*** *with the objective and policies of this category.*

Policy 1.10.4: Land *Use Compatibility*. Land uses which are potentially incompatible either due to type of use or intensity of use shall be buffered from one another.

Consistency analysis: *The proposed amendment will help ensure the infrastructure and services meeting the definition of essential services can be appropriately and timely located with consideration for compatibility as required by this policy. Based on the above, it is concluded the amendment can be found* ***consistent*** *with this goal.*

Policy 1.14.1: *Intergovernmental Coordination*. When reviewing Future Land Use Map amendments, the County shall consider the existing and proposed land uses that are adjacent to the proposed amendment in the City of Arcadia, Arcadia Municipal Airport, as well as neighboring counties.

Policy 1.14.1.a: The County shall notify the Arcadia Municipal Airport of any amendment to the Future Land Use Map that would increase density around the airport.

Policy 1.14.1.b: The County shall strictly enforce building height requirements around the Arcadia Municipal Airport pursuant to FAA regulations and the County Land Development Regulations.

Policy 1.14.1.c: The County shall protect the Arcadia Municipal Airport from the encroachment of incompatible land uses through appropriate zoning and other land development regulations in a manner consistent with the provisions of Section 330.02 and 330.03(2), Florida Statutes. In addition, FDOT's "Airport Compatible Land Use Guidebook" shall serve as a reference when assessing land use compatibility.

Consistency analysis: *The proposed amendment will help ensure the City of Arcadia Airport, a municipal public-use airport, can continue as an essential use, consistent with Federal and State standards, without compromising compatibility. Based on the above, it is concluded the amendment can be found* ***consistent*** *with the policies above.*

Policy 1.14.4: *Public and Institutional Uses*. Public and Institutional uses are diverse, and the County will need to take extra precautions in relation to this category to ensure that the uses proposed are designed to be compatible with the surrounding neighborhoods and do not contribute to blight.

(1) Institutional uses such as group homes, cemeteries, community residential facilities, social services facilities shall be designed to ensure compatibility with surrounding development and that the facilities are not clustered together in one area.

(2) Civic uses such as museums, municipal and county branch offices, post offices, and libraries are encouraged to be located in proximity to residential communities, schools and in or near activity centers.

(3) Private schools that are not required to comply with State of Florida school siting criteria must also be designed as part of the community.

(4) Correction and rehabilitation facilities shall not be clustered and shall provide adequate buffering and transition to protect established communities.

Consistency analysis: *The proposed amendment will help ensure the critical infrastructure and services meeting the definition of Essential Services can be appropriately and timely considered in all zoning districts, located with consideration for compatibility, as further procedurally defined in the companion LDR amendment. Based on the above, it is concluded that the amendment can be found* ***consistent*** *with this policy.*

IV. PUBLIC NOTICE

Section 163.3184(11)(b), Florida Statutes, establishes the public hearing requirements for local Comprehensive Plan amendments. It provides the local governing body shall hold at least two advertised public hearings on the proposed plan amendment. The first public hearing is held at the transmittal stage. The public hearing must be held on a weekday at least 7 days after the day that the first advertisement is published pursuant to the requirements of chapter 125 or chapter 166. The second public hearing must be held at the adoption stage. That hearing must be held on a weekday at least 5 days after the day that the second advertisement is published pursuant to the requirements of chapter 125 or chapter 166.

Public notice includes advertising the amendment in a newspaper of general circulation in DeSoto County at least 10 days prior to each public hearing for the text amendment. The County has provided evidence that the amendment was noticed at least 10 days before the Planning Commission public hearing. Such notice is filed with the Division and incorporated herein by reference.

Florida Statutes Chapter 163.3184(3) Expedited State Review Process, which outlines the specific process for text amendments to Comprehensive Plans. These proposed amendments will have the following schedule:

- March 03, 2026 – Legislative public hearing by the Planning Commission sitting as the Local Planning Agency
- March 10, 2026– Legislative public hearing with the Board of County Commissioners to consider transmittal of amendment to State.
- To Be Determined - Legislative public hearing with the Board of County Commissioners to consider adoption of the amendment.

Required Notifications

The public hearing on this item was advertised in the newspaper indicating the time, date, and location of the hearing as required by the State Statute and the DeSoto County Land Development Regulations.

V. ATTACHMENTS

Exhibit A: Expedited State Review Flow Chart

Exhibit B: Proposed Resolution

VI. FINDINGS AND CONCLUSIONS

Based upon the information contained in this Development Review Report, the following findings of fact and conclusions of law are offered:

1. An application to amend the text of the Comprehensive Plan's Interim 2040 Future Land Use Element by amending the definition of Essential Services was initiated by the county and completed by the Development Department. The Development Department has reviewed the application and determined the application is complete.

2. The Planning Director has reviewed the text amendment application for consistency with Section 163.3184(3), Florida Statutes, and concludes the application can be found to be **consistent** with those requirements.

3. The Planning Director has reviewed the proposed amendment against the Comprehensive Plan's relevant goals, objectives and policies and concludes it can be found to be **consistent**.

4. The due public notice requirements have been satisfied.

VII. A L T E R N A T I V E A C T I O N S

The Planning Commission / LPA has one of the following alternative actions at its disposal:

A. Adopt the Development Review Report as the Planning Commission's report and findings, and forward the report to the Board of County Commissioners with a recommendation of approval and that the proposed Resolution be transmitted to the State Department of Commerce.

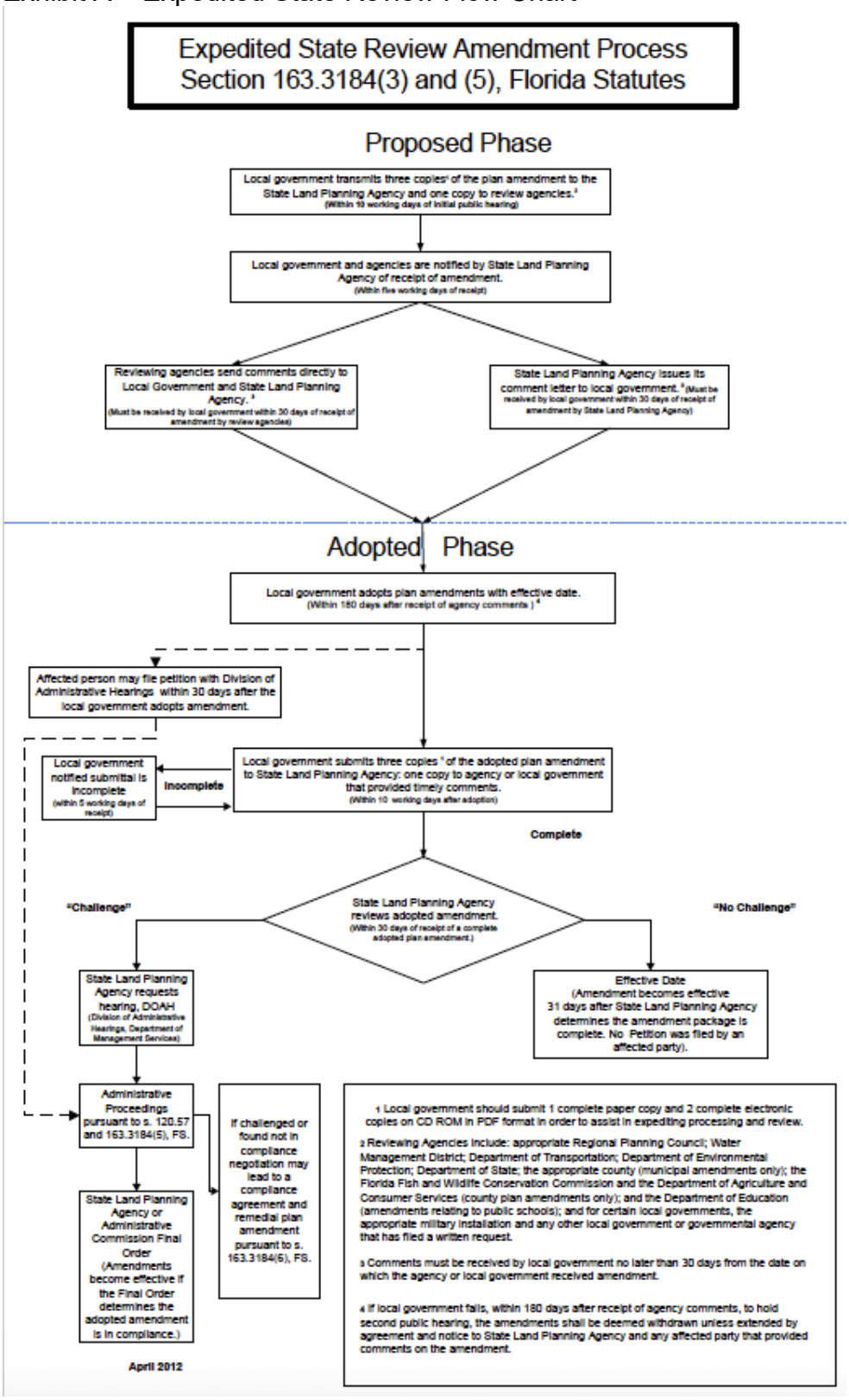
B. Enter into the record the Development Review Report and amend the findings and conclusions contained therein to support the Planning Commission's recommendation, and forward the record to the Board of County Commissioners with the recommendation of denial and that the proposed Resolution is not transmitted to the State Department of Commerce.

VIII. P U B L I C H E A R I N G S

A. Planning Commission. March 03, 2026, Recommendation of approval 4-1
B. Board of County Commission Transmittal Hearing. March 10, 2026
C. Board of County Commission Adoption Hearing. April 28, 2026

Attachments

Exhibit A – Expedited State Review Flow Chart



DESOTO COUNTY, FLORIDA
RESOLUTION 2026- ____

A RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING FOR TRANSMITTAL TO ALL REQUIRED ENTITIES A PROPOSED TEXT AMENDMENT TO THE FUTURE LAND USE ELEMENT OF THE DESOTO COUNTY COMPREHENSIVE PLAN TO AMEND POLICY 1.1.14 TO BROADEN AND CLARIFY THE DEFINITION OF ESSENTIAL SERVICES, AND MAKING IT CONSISTENT WITH THE LAND DEVELOPMENT REGULATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners (hereinafter referred to as the "Board") to prepare and enforce comprehensive plans for the development of the County; and

WHEREAS, Policy 1.1.4 of the DeSoto County Comprehensive Plan Future Land Use Element provides that "Essential Services" may be allowed in any zoning district as provided through the County's Land Development Regulations ("LDRs"), and defines "Essential Services" narrowly to include water, wastewater and cable TV, which definition is inconsistent with the definition in the LDRs; and

WHEREAS, ensuring the term "Essential Services" is consistent in the Comprehensive Plan and LDR allows for consistent implementation of the term and helps to ensure that government owned infrastructure and services are in place in a timely fashion to serve growth; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board is required to transmit to the reviewing agencies (and any other local government or governmental agency that has filed a written request with the governing body) a copy of the proposed Comprehensive Plan amendments; and

WHEREAS, public transmittal hearings on the Comprehensive Plan amendment were held by the DeSoto County Planning Commission, acting as the Local Planning Agency, on March 03, 2026, and by the Board on March 10, 2026, pursuant to Sections 163.3184 (3) and (5), F. S.; and

WHEREAS, upon the receipt of DeSoto County Comprehensive Plan amendment by the Florida Department of Commerce (FDC), the FDC must review the amendment and issue to DeSoto County any Objections, Recommendations and Comments (ORC) Report on the amendment; and

WHEREAS, upon receipt of the FDC ORC Report, DeSoto County has 180 days to adopt, adopt with changes, or not adopt the Comprehensive Plan amendment; and

WHEREAS, the Board directs the Development Director to transmit Comprehensive Plan text amendment to all required entities and designates the Development Director as the contact person.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORDA, AS FOLLOWS:

SECTION 1. The Board of County Commissioners hereby directs the Development Director to transmit to all applicable reviewing agencies as required by Section 163.3184, Florida Statutes, the proposed amendment to the DeSoto County Comprehensive Plan text, revising Policy 1.1.14, as more particularly set forth in Exhibit A to this Resolution.

SECTION 2. The proposed amendment to the DeSoto County Comprehensive Plan is attached as Exhibit A to this Resolution.

PASSED AND DULY ADOPTED in DeSoto County, Florida, this 10th Day of March 2026.

ATTEST:

By:_____
Mandy Hines
County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Steve Hickox
Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente
County Attorney

EXHIBIT A

DESOTO COUNTY COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT GOALS, OBJECTIVES AND POLICIES

Excerpt

Policy 1.1.14: *Essential Services and Structures*. "Essential Services" means government owned services and structures, including but not limited to utilities, general communications, public safety uses, municipal public-use airports, penal facilities, and solid waste disposal facilities and ~~(to include infrastructure such as water, wastewater, cable TV, etc.) and "Essential Services Facilities" (to include structures, housing or ancillary infrastructure) shall~~ may be allowed in any zone district ~~through the~~ as provided by the County's Land Development Regulations ~~Development Plan process~~.