

DESOTO COUNTY
BUILDING RENOVATION – DCI WATER TREATMENT FACILITY
Bid #25-14-00ITB

THIS CONTRACT is made this ____ day of _____, 2025, 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 **RANKEL STILLWAGON CONTRACTING, LLC**, a Limited Liability Company, authorized to do business in the State of Florida, hereinafter referred to as (“CONTRACTOR”), whose address is 5347 Main Street, Suite 301, New Port Richey, FL, 34652.

WHEREAS, the COUNTY desires to retain a contractor to perform the DeSoto County’s DCI Water Treatment Facility Building Renovation Project, as more specifically set forth in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, in furtherance of the above, the COUNTY issued Invitation to Bid, Bid No. 25-14-00ITB (the “ITB”) for said services; and

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

WHEREAS, CONTRACTOR desires to render services described as the DeSoto County’s DCI Water Treatment Facility Building Renovation Project in accordance with the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and

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

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

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

SECTION 2. ENGAGEMENT OF CONTRACTOR. The COUNTY hereby agrees to engage CONTRACTOR, and CONTRACTOR hereby agrees to perform the services

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

SECTION 3. THE COUNTY'S RESPONSIBILITY. Except as provided in the Scope of Services, the COUNTY'S responsibility are as follows:

- A. To provide, at the request of CONTRACTOR, existing data, plans reports, and other information in the COUNTY'S possession or under the COUNTY'S control which are necessary for the execution of the duties of the CONTRACTOR in the Scope of Services; and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria and other requirements that exist at the time of signing of this Contract or which may develop during the execution of this Contract.
- B. To give prompt written notice to CONTRACTOR if the COUNTY observes or otherwise becomes aware of any fault or defect in the Scope of Services or non-conformance with the Contract requirements as stated herein.
- C. To furnish required information, services, render approvals, and decisions as expeditiously as necessary for the orderly progress of CONTRACTOR'S services.
- D. The COUNTY hereby designates the DeSoto County Engineer as Project Manager to act on the COUNTY'S behalf with respect to the Scope of Services. The Project Manager shall have authority to transmit instructions, receive information, interpret and define COUNTY policies and decisions with respect to materials, elements and systems pertinent to CONTRACTOR'S services.
- E. COUNTY's Right to Carry Out the Work. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents with due diligence and fails to provide a schedule of repairs/corrections and commence the repairs/corrections within a reasonable period of time, to be determined by the COUNTY in its sole discretion, after receipt of written notice from the COUNTY, the COUNTY may after such period of time, without prejudice to other remedies the COUNTY may have, withhold progress payments until the Contractor substantially completes the repairs and corrections cited in the

COUNTY's notice. If the Contractor fails to substantially complete the repairs, the COUNTY may contract with another contractor for the necessary repairs. If payments then or thereafter due the Contractor are not sufficient to cover such amounts due to the COUNTY's alternative contractor, the Contractor shall pay the difference to the COUNTY. The Contractor's failure to timely and substantially complete the repairs and corrections may, at the COUNTY's sole discretion, be a reasonable basis for the COUNTY to terminate the Contract.

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

A. The furnishing of all services, labor, material, equipment, tools, machinery, utilities, insurance and supplies necessary to perform the complete Scope of Services for DeSoto County's DCI Water Treatment Facility Building Renovation Project. The Work shall be performed in accordance with specifications, terms and conditions of this Contract, which are more particularly described in the Scope of Services.

B. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Services in accordance with the Scope of Services. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of described Services, unless otherwise provided in the Scope of Services. CONTRACTOR shall be responsible to see that the finished Work complies strictly with the Scope of Services.

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

SECTION 5. TIME OF PERFORMANCE. Upon execution of the Contract and

issuance of the Notice to Proceed by the County, the Contractor shall begin work within ten (10) calendar days. Submission of submittals, shop drawings, and the construction schedule shall constitute the commencement of work. All work shall be completed within the number of calendar days specified in the Notice to Proceed ("Final Completion"). The Contractor shall allow sufficient time within that period for County inspection and for addressing any deficiencies to ensure final completion by the required deadline. The Contractor shall make no claims for additional compensation or damages due to suspensions, delays, or hindrances. The Contractor may only be compensated for extensions of time as the County may decide; however, such extension shall not operate as a waiver of any other rights of the County.

SECTION 6. LIQUIDATED DAMAGES FOR DELAYS. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the CONTRACTOR shall provide to the COUNTY **ONE HUNDRED DOLLARS (\$100.00)** as fixed, agreed and liquidated damages for each calendar day after the scheduled Final Completion date stated in the Notice to Proceed or Contract amendment if any.

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

A. The COUNTY shall pay a lump sum amount not to exceed **FORTY THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$40,750.00)** for all work and services under this Contract. The CONTRACTOR may submit invoices on a monthly basis for work completed each month.

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

be unacceptable and will specify the reasons therefore.

C. CONTRACTOR shall make no other charges to the COUNTY for supplies, labor, taxes, licenses, overhead or any other expenses or costs.

D. CONTRACTOR shall not pledge the COUNTY credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

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

SECTION 8. DOCUMENTS. The documents which comprise this Contract between the COUNTY and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

A. **This Contract;**

B. **The Scope of Services attached hereto as Exhibit "A"** (as used herein, the term "Scope of Services," "Services," or "Work" are synonymous and used interchangeably);

C. **General and Special Conditions attached hereto as Exhibit "B";**

D. **Bid Forms attached hereto as Exhibit "C".**

SECTION 9. GENERAL CONSIDERATIONS.

A. Subcontractors. If CONTRACTOR subcontracts any of the Work required under this Contract, CONTRACTOR agrees to include in the Subcontract that the Subcontractor is bound by the terms and conditions of this Contract with the COUNTY. CONTRACTOR further agrees to include in the Subcontracts, that the Subcontractor shall hold the COUNTY and CONTRACTOR harmless against all claims of whatever nature by Subcontractor's performance of Work under this Contract.

B. Public Records. CONTRACTOR shall allow public access to all documents, reports, papers, letters or other materials, subject to the provision of Chapter 119, Florida Statutes, prepared or received by CONTRACTOR in conjunction with this

Contract, as more particularly set forth in the ITB.

C. Equal Employment and Non-Discrimination. In connection with the Work to be performed under this Contract, CONTRACTOR agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity Statutes and Regulations.

D. Contract Assurance. The CONTRACTOR or Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract.

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

SECTION 10. PROHIBITION AGAINST CONTINGENCY FEES. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Contract and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 11. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT. CONTRACTOR certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original Contract price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. CONTRACTOR represents that he has furnished a Public Entity Crimes Affidavit pursuant to Section 287.113, Florida Statutes.

SECTION 12. INSURANCE.

A. The CONTRACTOR shall provide and maintain such Commercial (Occurrence Form) or Comprehensive General Liability, Professional Liability,

Workers Compensation and other insurance as is appropriate for the services being performed hereunder by CONTRACTOR, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:

WORKERS' COMPENSATION:

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

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:

Contractor shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

Contractor shall maintain automobile liability insurance with a limit of not less than \$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 \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker,

brokerage or similar licensed insurance professional evidencing such coverage, and naming the County as a named, additional insured, as well as furnishing the County with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Contract. Said insurance coverage(s) procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the County, and that any other insurance, or self-insurance available to the County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

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

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

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

C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the COUNTY, licensed to do business in the State of Florida and with a resident agent designated for the services of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. CONTRACTOR shall provide the COUNTY with financial information concerning any self-insurance funds insuring CONTRACTOR. At the COUNTY'S option, a Best's rating or Self-Insurance Fund financial information may be waived.

SECTION 13. WARRANTY OF WORK/SERVICES.

The Contractor shall warrant the labor performed for a minimum period of one (1) year from the date the Services are complete. This warranty shall be in addition to whatever rights the COUNTY may have under state or federal law. The CONTRACTOR's obligation under this warranty shall be at its own cost and expense, to promptly repair or replace (including cost of removal and installation), that item (or part or component thereof) which proves defective or fails to comply with the Contract within the warranty period such that it complies with the Contract.

- A. CONTRACTOR warrants to the COUNTY that all materials and equipment furnished under this Contract will be new unless otherwise specified and will be of good quality, free from faults and defects and in conformance with the Contract. All equipment and materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by COUNTY or its designee, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within this Contract.
- B. CONTRACTOR shall provide to the COUNTY or its designee all manufacturers' warranties. All warranties, expressed and/or implied, shall be given to the COUNTY for all material and equipment covered by this Contract. All material and equipment furnished shall be fully guaranteed by the CONTRACTOR against factory defects and workmanship. At no expense to the COUNTY, the CONTRACTOR shall correct any and all apparent and latent defects that are required under state or federal law.

SECTION 14. DEFECTIVE WORK.

- A. The COUNTY or its designee shall have the authority to reject or disapprove work which is found to be defective. If defective work is found, CONTRACTOR shall promptly either correct all defective work or remove such defective work and replace it with non-defective work. CONTRACTOR shall bear all direct and indirect costs of such removal or corrections including cost of testing laboratories and personnel.
- B. Should CONTRACTOR fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of this Contract within the time indicated in writing by the COUNTY Administrator or its designee,

the COUNTY shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at CONTRACTOR's expense. Any expense incurred by the COUNTY in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to CONTRACTOR. In the event of failure of CONTRACTOR to make all necessary repairs promptly and fully, which is not cured in the cure period, the COUNTY may declare CONTRACTOR in default.

- C. If, within one (1) year after the date of completion of Services or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract documents, or by any specific provision(s) of this Contract, any of the work is found to be defective or not in accordance with this Contract, CONTRACTOR, after receipt of written notice from the COUNTY or its designee, shall promptly correct such defective or nonconforming work within the time specified by the COUNTY without cost to the COUNTY. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which CONTRACTOR might have under this Contract including but not limited to any claim regarding latent defects.
- D. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the COUNTY to final acceptance.
- E. Where the COUNTY or its designee becomes aware of faults, defects or non-conformity in any of the work provided under this Contract or with the work being performed by the CONTRACTOR, the COUNTY or its designee shall issue a Notice to Cure to the CONTRACTOR for correction. In no event shall the failure of the COUNTY or its designee to bring to the attention of the CONTRACTOR of such faults act as a waiver or release the CONTRACTOR from responsibility or liability for such fault, defect or non-conforming work.

SECTION 15. TERMINATION OF CONTRACT FOR DEFAULT. The COUNTY shall be the sole judge of nonperformance, which shall include any failure on the part of the CONTRACTOR to accept the award, to furnish required documents, and/or to fulfill any portion of this Contract within the time stipulated. Upon default by the CONTRACTOR to meet any term of this Contract or related Exhibit, the

COUNTY will notify the CONTRACTOR to advise the COUNTY of its plan for corrective action to remedy the default within three (3) days (weekends and holidays excluded). The corrective action plan must be accepted by the COUNTY'S Project Manager. Failure on the CONTRACTOR'S part to correct the default within the approved time period shall result in the Contract being terminated and the COUNTY notifying in writing the CONTRACTOR of the effective date of the termination. The following shall constitute an act of default:

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

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

The COUNTY'S Project Manager shall authorize payment to the CONTRACTOR, the costs and expenses for Work performed by the CONTRACTOR prior to receipt of the Notice of Termination; however, the COUNTY may withhold from amounts due the CONTRACTOR such sums as the Administrative Services Director deems to be

necessary to protect the COUNTY against loss caused by the CONTRACTOR because of the default.

SECTION 16. TERMINATION FOR CONVENIENCE. The COUNTY reserves the right to cancel this Contract by written notice to the CONTRACTOR effective the date specified in the Notice, for any of the following reasons:

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

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

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

The COUNTY shall pay the CONTRACTOR under the following conditions:

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

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

SECTION 17. CONTROLLING LAW.

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

B. Should litigation be necessary to enforce any term or provision of this Contract, or to collect any portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party.

SECTION 18. SUCCESSORS AND ASSIGNS. The COUNTY and CONTRACTOR respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives with respect to all covenants of this Contract. Neither

the COUNTY nor CONTRACTOR shall assign or transfer any interest in this Contract without the written consent of the other.

SECTION 19. EXTENT OF CONTRACT.

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

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

SECTION 20. INDEMNIFICATION OF THE COUNTY. CONTRACTOR shall defend, indemnify and hold harmless the COUNTY and all of COUNTY'S officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Contract. CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the COUNTY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the COUNTY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract. Compliance with any insurance requirements required elsewhere within this Contract shall not relive CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the COUNTY as set forth in this article of the Contract.

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

SECTION 21. INDEPENDENT CONTRACTOR. Neither the COUNTY nor any of its employees shall have any control over the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR expressly warrants not to represent at any time or in any manner that CONTRACTOR or any of its agents, servants or employees are agents, servants or employees of the COUNTY. It is

understood and agreed that CONTRACTOR is, and shall at all times remain as to the COUNTY, a wholly independent Contractor and the CONTRACTOR'S obligations to the COUNTY are solely as prescribed by this Contract.

SECTION 22. SEVERABILITY.

A. Nothing contained in the Contract shall create any contractual relationship between the COUNTY, or any agent, consultant, or independent contractor employed by the COUNTY and any Subcontractor, Sub-subcontractor, Supplier or Vendor of the CONTRACTOR, but the COUNTY shall be entitled to performance of all obligations intended for its benefit, and to enforcement thereof.

B In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect; the invalidity, illegality, or unenforceability shall not affect any other provision and this Contract and shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

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

SECTION 23. NOTICES. Any notices to be given under this Contract shall be given by the United States mail, addressed to CONTRACTOR at its address stated herein, and to the COUNTY at its address stated herein.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day

of _____, 2025.

ATTEST:

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

By: _____
Mandy Hines
County Administrator

By: _____
J.C. Deriso
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

Valerie Vicente
County Attorney

Date: _____

WITNESSES:

RANKEL STILLWAGON CONTRACTING, LLC

By: _____

Printed Name: _____

Title: _____

SCOPE OF SERVICES

BUILDING RENOVATION – DCI WATER TREATMENT FACILITY 25-14-00ITB

SUMMARY

The DeSoto County Board of County Commissioners is seeking Bids from qualified contractors to provide construction services for the renovation of the DCI Water Treatment Facility located at 13617 SE Hwy 70, Arcadia, Florida. The structure is a 3,796 square-foot pre-engineered metal building originally constructed in 1970. Based on a structural inspection conducted on April 25, 2024, the facility has experienced deterioration to several critical building elements, primarily due to environmental exposure and off-gassing from water treatment activities.

This project is intended to restore the building's integrity, functionality, and code compliance through the repair and replacement of key structural components. All work shall be performed in accordance with applicable standards and requirements as outlined herein.

GENERAL REQUIREMENTS

- The Contractor shall provide all labor, materials, equipment, tools, supervision, and incidentals necessary to perform the complete Scope of Work.
- All materials used must conform to ASTM standards and be appropriate for the building's climate and industrial use.
- Building permit fees will be waived by the County; however, the Contractor shall obtain all applicable permits and arrange for all required inspections.
- The Contractor shall field-verify all quantities and dimensions prior to beginning work.
- All welding must be performed by AWS-certified welders in accordance with applicable building codes and standards.

DETAILED SPECIFICATIONS

The renovation project will include, but is not limited to, the following specifications:

1. Interior Repairs

- Replace approximately 500 square feet of damaged batt insulation (see Note 4).
- Repair or replace four (4) damaged or missing horizontal framing members of the louver framing and eight (8) steel king studs in disrepair (see Note 1).

2. Exterior Repairs

a. Northeast (Front) Exterior Wall

- Replace fifty-five (55) damaged or missing fasteners.
- Replace four (4) damaged wall panels.

- Replace gutters in two (2) locations (see Note 2).

b. Southwest Exterior Wall

- Replace thirty (30) damaged or missing fasteners.

c. Southeast (Rear) Exterior Wall

- Replace one hundred forty-two (142) damaged or missing fasteners.
- Replace fifteen (15) damaged wall panels (see Note 3).
- Repair or replace two (2) buried rain diverters (see Note 2).

d. Northeast Exterior Wall

- Replace seventy-five (75) damaged or missing fasteners.
- Replace fourteen (14) damaged wall panels.

e. Roof Repair

- Replace four (4) damaged roof panels.
- Replace roof vents.

f. Miscellaneous

- Ensure all downspouts are properly fastened to the building.
- Identify and manage all subcontractors in compliance with DeSoto County's standards for quality and reliability.
- All materials used must adhere to applicable ASTM standards and be suitable for the intended use.

NOTE 1: LOUVER FRAMING

Damaged or missing framing members shall be replaced in kind or repaired, including the four (4) 48-inch steel sills and the eight (8) steel king studs. The Contractor shall field-verify the dimensions and properties of the members to be replaced. In areas where the connecting member is degraded, such as the king studs, patches shall be provided in accordance with Exhibit 3 of the structural inspection report. If a member has degraded on more than one face, or if the damage is larger than practicable for repair, the entire damaged section shall be replaced in kind. All welds must be performed by an AWS-certified welder and shall comply with applicable codes and standards.

NOTE 2: STORM WATER

Damaged sections of gutter shall be repaired with appropriate material or replaced. The Contractor shall field-verify the location and size of all damaged rain gutters. The two (2) rain diverters at the rear of the building shall be excavated and replaced if found to be in unacceptable condition.

NOTE 3: WALL PANELS

An estimated thirty-three (33) panels with corrosion or physical damage shall be replaced in kind. The Contractor shall field-verify the location and quantity of damaged wall panels. Superficially damaged panels shall be re-coated to match the existing building. Corroded or missing fasteners (estimated at 302 total) shall also be replaced in kind, regardless of panel condition.

NOTE 4: INSULATION

All insulation showing evidence of saturation shall be replaced (estimated at 500 square feet). Due to the building's age and observed conditions, it is anticipated that existing insulation does not meet the requirements of the current Florida Building Code, Energy Conservation (FBC-EC) for commercial buildings. According to FBC-EC Table C301.1, DeSoto County is classified as Climate Zone 2A (warm-humid). Required R-values per FBC-EC Table C402.1.3 are:

- Metal building roof: R-19 plus R-11 liner systems
- Metal building walls: R-13 plus R-6.5 continuous insulation

TIME OF PERFORMANCE

The Contractor shall commence work upon issuance of a formal Notice to Proceed. The County will coordinate with the awarded Contractor to establish a mutually agreed-upon project schedule. The agreed time of performance will be incorporated into the contract documents following award.

WORKING HOURS

Work shall be performed Monday through Friday between 7:00 AM and 5:00 PM, excluding County holidays. Weekend work must be approved in advance by the County.

SITE RESTORATION & FINAL CLEANUP

Upon completion, the Contractor shall restore all disturbed areas to their original or better condition. All construction debris, surplus materials, and equipment shall be removed from the site. Final acceptance is contingent upon satisfactory inspection by the County's representative.

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GENERAL CONDITIONS

BIDDER: To insure acceptance of the bid, follow these instructions

1. **ACCEPTANCE:** Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Any increase in cost for items not delivered as specified in the solicitation may be charged against the Contractor.
2. **AMENDMENTS:** No amendment, modification or supplement to the Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
3. **APPLICABLE LAW:** This 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.
4. **AS-BUILT DRAWINGS:** If this solicitation requires as-built drawings, the Contractor must supply three sets of certified as-built drawings upon completion of the project at the Contractors' expense. All sets submitted to the County must be certified by a professionally licensed engineering firm authorized to do business in the State of Florida. All drawings, specifications, and copies thereof furnished by the County are the property of the County. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the County upon the completion of the work.
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. Assignment or transfer of the resulting Contract without written consent of the County may be construed by the County as a breach of contract sufficient to cancel this Contract at the discretion of the County.
6. **AVAILABILITY OF FUNDING:** Award of this solicitation is contingent upon availability of funding. Furthermore, during the contract period, if funding to finance all or part of the award resulting from this solicitation becomes unavailable, the County reserves the right to terminate such Contract after providing the Vendor no less than twenty-four (24) hours written notice. The County shall be the final authority as to the determination of availability of funding. The County agrees to reimburse the Contractor for any authorized goods or services provided prior to the Contractor's receipt of the aforesaid termination notice.
7. **AWARD:** It is the intent of the County to award a Contract to the lowest responsive and responsible Bidder, provided that the low bid does not exceed the funds available. The Base Bid and any Add Alternates must be bid for the bid to be considered responsive.
 - A) **Within Available Funds:** If the lowest Base Bid received is within the funds currently budgeted for this project, the Add Alternates, if any, will be applied

in the order shown on the Bid Form prior to the determination of the lowest responsive and responsible Bid. If the Base Bid plus the Add Alternates, if any, is within the funds currently budgeted for this project, this bidder will be deemed the lowest bidder. The Add Alternates will be added until the funds currently available are met.

- B) **Exceeds Available Funds:** If the lowest Base Bid received exceeds the funds currently budgeted for this project, the Add Alternates, if any, will not be considered. In this case a recommendation will be made using the budgeted base bid and proceed with the Contract award.

8. **BID BOND:** In submitting this sealed bid it is understood that the right is reserved by the DeSoto County Board of County Commissioners to reject any or all bids. It is agreed that this Bid may not be withdrawn for ninety (90) days from opening. Bids which are withdrawn will result in forfeiture of the bid bond, if any.

THERE WILL BE NO BID BOND REQUIRED FOR THIS PROJECT.

9. **BID PROTEST POLICY:** Any person whose bid or proposal is rejected, in whole or in part, or who submits a bid or proposal but is not awarded the Agreement may protest such decision, but only in strict compliance with this Section.

A) **BID PROTEST PROCEDURE:**

WRITTEN NOTICE; TIME. Any person who wishes to file a bid protest hereunder must file a notice of intent to do so, in writing, with the Purchasing Director within twenty-four (24) hours after receipt of the notice of rejection, for rejected bids or proposals, or, for contract awards, within twenty-four (24) hours after the County's declaration of its intention with regard to such award.

WRITTEN PROTEST; TIME; CONTENTS. Within ten (10) days after filing the written notice of intent to protest, a formal written protest must be filed with the Purchasing Director, explaining in detail the nature of the protest and the grounds upon which it is based.

PROTEST BOND. Each written protest must be accompanied by a bid protest bond in the form of a certified check, cashier's check or money order made payable to the DeSoto County Board of County Commissioners, in an amount not less than five percent (5%) of the protester's bid, or (in the case of submission of a "no-bid" by the protestor) in the amount not less than five percent (5%) of the lowest responsible bid received by the County, or (in the case of a request for proposals) in the amount of not less than five percent (5%) of the contract awarded by the County for the accepted proposal.

FORFEIT OF BOND. The condition of the protest bond shall be that, should the protest be determined to be without merit and non-valid, the bond shall be forfeited to the County in its entirety.

B) BID PROTEST CONSIDERATION:

PROTEST DECISION. Upon receipt of a formal written protest, the Purchasing Director shall forward such written protest to the County Attorney, who shall act as the bid protest Director, and who shall be provided all applicable documents and files. The County Attorney shall decide the protest, provided in writing, to the County Administrator and Purchasing Director, with findings of fact and a conclusion as to the validity or non-validity of the protest, within fourteen (14) days after receipt by the County Attorney of the formal written protest.

NOTICE OF DECISION. Within twenty-four (24) hours after receipt of the County Attorney's decision on a protest, the Purchasing Director shall mail a copy thereof to the protestor.

- 10. CONTRACTOR OBLIGATIONS:** Contractor agrees to perform and complete the service described in the solicitation 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 capable supervision as grounds to reject a bid or terminate this Contract. An experienced, qualified supervisor should have approximately two years of experience and one-year of supervisory experience doing the type of work requested in this solicitation. The County reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.
- 11. COMPLETE AGREEMENT:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire Contract and there are no promises or understandings other than those stated herein, and that any prior negotiations between the County and Contractor or terms or conditions of sales set forth in the Contractor's quotation or order or sales acknowledgement shall not constitute a part of the Contract between the County and Contractor concerning this purchase. The term "Contract" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
- 12. COMPLIANCE:** A submission of a bid shall constitute an incontrovertible representation by a Bidder that the Bidder has complied with every requirement herein, and that without exception the bid is premised upon performing the work required by the Contract Documents with such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 13. COMPLIANCE WITH LAWS:** Contractor represents and warrants that the

performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

14. **CONDITION:** It is understood and agreed that any item offered or shipped as a result of this solicitation shall be the latest model in current production and shall be of good quality, workmanship and material. All containers shall be suitable for storage or shipment; and all prices shall include standard commercial packaging. By signing the Bid Form, the Bidder represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified.
15. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of DeSoto County. Further, all Bidders must disclose the name of any DeSoto County employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidder's firm or any of its branches.
16. **CHANGE ORDERS:** A Change Order is a written order to the Contractor signed by the County or their authorized agent issued after the execution of the Contract, authorizing a change in the Project or the method or manner of performance, an adjustment in the Contract Price and/or Completion Date. Each adjustment in the Contract Price resulting from a Change Order shall require a revised Cost Breakdown signed by the County and the Contractor, resulting in the revised Contract Price upon acceptance of the Change Order.

The County shall have the right of make changes in the drawings, design, or specifications if within the general scope of the Contract. All such Changes in the Project Contract Price and/or Completion Date shall be authorized by Change Order issued by the County and will be adjusted accordingly and executed by the County and Contractor before proceeding with any changes in the Contract.

Concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications, or County furnished information or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Price and the Construction Completion Date shall be equitably adjusted by Change Order upon claim by either party made within a reasonable time after the first observance of the conditions.

All documents submitted by the Contractor requiring response from the County which affect the Contractor's approved construction schedule are to be submitted at least 7 calendar days prior to the time needed. This pertains to Submittals, RFIs and Change orders. Within 7 days, the County will respond, approve, reject or request revisions/additional information as appropriate.

The Contractor must submit a request for Change Order for any work outside the contracted scope BEFORE the work is performed. The Contractor may only receive additional payment for work outside the contracted scope if a written Change Order is fully executed by the County prior to the work being performed. Any work performed without an approved Change Order will not be paid for by the County.

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. In cases where a change order requires board action, the review period is subject to the BOCC schedule.

If there is a dispute between the County and Contractor as to whether an instruction or directive constitutes a change, it is specifically agreed that neither Contractor's performance nor County's direction shall:

- A) Prejudice either party's rights to claim that such directive does or does not constitute a change.
- B) Limit the amount, if any, of adjustment in the Contract price called for by such change.
- C) Serve to determine whether or to what extent the Contractor is entitled to additional time for performance under the Contract.

If any such change caused an increase or decrease in the cost of, or the time required for the performance of any part of the work there under, an equitable adjustment shall be made to the Contract price or performance schedule.

- 17. **CONTRACTOR'S OWN FORCES:** No more than seventy-five percent (75%) of the dollar value of the total contract work may be accomplished by subcontractors. Balance of the work must be accomplished by successful Bidder's own forces. Each Bidder must furnish with its Bid Form, a list of the items it proposes to subcontract and the estimated cost of these items.
- 18. **DELAYS AND EXTENSION OF TIME:** The Contractor shall not be entitled to any claim for damages including loss of profits, loss of use, overhead expenses, equipment rental, etc., because of hindrances or delays for any cause whatsoever,

but if occasioned by an act of God, or by any act or omission on the part of the County. County's agents or governmental agencies having jurisdiction, such act, hindrance or delay may entitle the Contractor to an extension of time in which to complete the work, which shall be determined by the County, provided that the Contractor will give written notice within two (2) weeks as provided herein of the cause of such act, hindrance, or delay. An extension of Contract Time shall be the Contractor's sole and exclusive remedy for all claims for delay, including delays attributable to breach of Contract or tort. However, the Contract Time will NOT be extended past the completion date stipulated in the County's Grant Agreement, if there is a Grant associated with the Work.

If any emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this solicitation, the County reserves the right to acquire from other sources any products/services during any suspension of delivery.

19. **DIRECT PURCHASE:** The County reserves the right, at the County's sole option, to utilize the Purchasing Department's direct purchasing ordering system. Direct purchase orders may be issued for applicable supplies and equipment to be utilized in the County's solicitations in order to recover applicable sales tax on these purchase orders.
20. **DISPUTES:** 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.
21. **DISQUALIFICATION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If the County believes the Bidder is interested in more than one bid for the work contemplated, all bids in which such Bidder is interested in shall be rejected. If the County believes collusion exists among Bidders, all bids shall be rejected.
22. **DOCUMENT CONFLICTS:** In the event of inconsistency between the Drawings and Specifications or within either the Drawings or Specifications not clarified by addendum, the better quality or the greater quantity of work shall be provided in accordance with the COUNTY'S interpretation.
23. **ERROR IN EXTENSION:** If the unit price and the extension price are at variance, the unit price shall prevail.
24. **E-VERIFY:** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Contractor during the term of this Contract in which the Contractor performs employment duties within Florida. This verification requirement extends to all persons, including subcontractors, utilized, hired, contracted or assigned by the Contractor to perform work pursuant to this Contract.

25. EXAMINATION OF CONTRACT DOCUMENTS AND SITE: It is the responsibility of each Bidder before submitting a bid to:

- A) Examine the Contract Documents thoroughly,
- B) Visit the site to become more familiar with local conditions that may affect cost, progress or performance of the work,
- C) Consider Federal, State and local Laws and Regulations that may affect cost, progress or performance of the work,
- D) Study and carefully correlate the Bidder's observations with the Contract Documents and,
- E) Notify the County of all conflicts, errors, or discrepancies in the Contract Documents.

Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the County by underground utilities companies or others, and the County does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise.

The Contractor shall verify and familiarize themselves with the lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the work and identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or changes in existing structures are to be obtained by the County unless otherwise provided in the Contract Documents.

26. FAILURE TO PERFORM: If, during the term of the Contract, the Contractor should refuse or otherwise fail to perform any of its obligations under the Contract, the County reserves the right to:

- A) Obtain the goods or services from another Contractor; and/or
- B) Terminate the Contract; and/or
- C) Suspend the Contractor from bidding for a period of up to 24 months.

27. INCURRED COST: DeSoto County is not liable for any cost incurred by the Contractor prior to award. Costs for developing a response to this solicitation are entirely the obligation of the Bidder and shall not be chargeable in any manner to DeSoto County.

28. INDEMNIFICATION: Contractor shall defend, indemnify and hold harmless the

County and all of County's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Contract. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract. Compliance with any insurance requirements required elsewhere within this Contract shall not relive Contractor of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Contract.

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

- 29. 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 such concession does not affect the price, quality, quantity, delivery, or performance time of the goods/services being procured.
- 30. INSPECTION:** All goods and services shall be subject to inspection and approval by the County at all reasonable times including inspection during manufacture. Inspection and approval by the County at Contractor's plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by the County shall be promptly repaired or replaced at Contractor's expense. Any and all costs incurred by the County in connection with the return of goods rejected by the County as defective shall be at Contractor's risk and expense.
- 31. INSURANCE:** The Contractor, at its own expense and in its own name must provide and keep in force during the term of this Contract, insurance coverage provided by a (a) company(s) licensed to conduct business in the State of Florida acceptable to the County with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Special Conditions.

If any insurance should be cancelled or changed by the insured or expire during the period of its bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the solicitation to

maintain continuous coverage during the life of the award.

32. **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 no way be cause for relief from responsibility.
33. **LICENSE/CERTIFICATIONS:** The successful Contractor will be required to secure, at its expense, the proper occupational license and/or any other license/certification required of the applicable service/work being performed. Proof of license and/or certification may be required prior to bid award. The Bidder shall fully comply with all state and federal laws, County procurement policies, ordinances and regulations in any manner affecting the performance of the work. The Bidder shall provide its occupation license number and expiration date.
33. **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.

35. **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.

36. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in DeSoto County, Florida; or in the Federal Courts, wherein venue shall lie in the Central District in and for the State of Florida. The Contractor expressly waives venue in any other location.
37. **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.
38. **NONCONFORMING TERMS AND CONDITIONS:** A bid response that includes terms and conditions that do not conform to the terms and conditions in the solicitation are subject to rejection as nonresponsive. 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.
39. **NON-EXCLUSIVE CONTRACT:** Award of this Contract shall impose no obligation on the County to utilize the Contractor for all work of this type, which may develop during the contract period. This is not an exclusive Contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.
40. **OPERATION DURING DISPUTE:** In the event the County has not cancelled the Contract in accordance with the terms of the Contract, and there remains a dispute with the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the Court.

41. **PAYMENT BOND:** In submitting this sealed bid it is understood that the DeSoto County Board of County Commissioners may require a Payment Bond to ensure payments are made to all person supplying labor or material for the completion of work under this Contract.
42. **PAYMENT TERMS:** 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. 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.
43. **PERFORMANCE BOND:** In submitting this sealed bid it is understood that the DeSoto County Board of County Commissioners may require a Performance Bond to protect the County from any and all losses due to the awarded Contractor's inability to complete the Contract as agreed.
44. **PERIOD OF OFFER VALIDITY:** Prices quoted must remain firm for a period of ninety (90) days from the bid opening date.
45. **PERMITS:** The Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of the solicitation. When such charges are normally made by the County and when so stated in the Contract Documents, there will be no charges to the Contractor. The County shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor will also pay all public utility charges.
46. **PRE-BID MEETING:** If the Contract Documents state the Pre-Bid Meeting is MANDATORY, you must attend this meeting. No Bids will be accepted if you do not attend.
47. **PUBLIC RECORDS REQUESTS:**
IF THE CONTRACTOR [CONSULTANT] HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S [CONSULTANT'S] DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT THE DESOTO COUNTY ADMINISTRATION BUILDING, 201 EAST OAK STREET, ARCADIA, FLORIDA 34266 (863) 993-4800.

- A) Contractor [Consultant] must keep and maintain all public records required by the Agency in order to perform services under this Contract.
 - B) Upon request from the Agency's custodian of public records, Contractor [Consultant] shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C) Contractor [Consultant] shall 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 [Consultant] does not transfer the records to the Agency.
 - D) Upon completion of the contract, Contractor [Consultant] shall transfer, at no cost, to the Agency all public records in the possession of the Contractor [Consultant], or keep and maintain public records required by the Agency to perform the service under this contract. If the Contractor [Consultant] transfers all public records to the Agency upon completion of the contract, the Contractor [Consultant] shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor [Consultant] keeps and maintains public records upon completion of the contract, the Contractor [Consultant] shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.
48. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** This solicitation may be extended to include other governmental agencies provided a cooperative Purchasing Agreement exists. Each political entity will be responsible for the execution of its own requirements with the awarded Contractor.
49. **RETAINAGE:** The Contract retainage amount with respect to the progress payments shall be 10% unless otherwise stated in the Contract Documents. The County, at its sole discretion, may allow for a reduction of retainage dependent on work progress and status.
50. **RIGHT TO AUDIT RECORDS:** In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County.

51. **RIGHT TO REJECT:** The DeSoto County Board of County Commissioners' reserves the right to reject any and all bids not deemed to be in the best interest of the County, or to accept that bid which appears to be the lowest most responsible bid which may not be in the best interest of the County. The County reserves the right to waive any and all informalities or reject any or all bids or any part of any bid. The County also reserves the right to award or eliminate any portion of the bid.
52. **SAFETY AND PROTECTION:** The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
- A) All employees on the work site and other persons, who may be affected thereby,
 - B) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
 - C) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement on roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
 - D) The Contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
53. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
54. **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.
55. **SUBMITTALS:** All Submittals, MOT, Project Schedule and any other pertinent information, if required of the project, must be provided by the awarded Contractor at the Project Kick-off Meeting or Notice to Proceed will not be issued. If the awarded Contractor fails to provide this information in a timely manner, the County will consider failure to provide these materials, grounds for Termination by Default.
56. **TRAINING:** If specified, Contractor(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any

item(s) purchased from this solicitation.

- 57. TERMINATION FOR CONVENIENCE:** The performance of work under the Contract may be terminated by the County in whole or in part whenever the County determines that termination is in the County's best interest. Any such termination shall be affected by the delivery to the Contractor of a written Notice of Termination at least ten (10) days before the date of termination, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, except as otherwise directed, the Contractor shall stop work on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontractors; and settle all outstanding liabilities and claims.

- 58. 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 County. Failure on the Contractor's part to correct the default within the approved time period shall result in the Contract being terminated and the County, notifying in writing the Contractor of the effective date of the termination. The following shall constitute an act of default:

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

- Failure to pay sub-contractors or others pursuant to Work done under this Contract.

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

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

59. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from the Contractors personnel which are assigned by a person designated as authorized to bind the company will be recognized by the County as duly authorized expressions on behalf of the company.
60. **WARRANTY CLAUSE:** A warranty is a guarantee of the integrity of a product and of the manufacturers' responsibility for the repair or placement. All manufacturer warranties are to be transferred to the County before final acceptance.
61. **WORK HOURS:** In accordance with DeSoto County's Noise Ordinance 2011-11 work performed before 7:00 A.M. or after 10:00 P.M. is prohibited unless otherwise approved in advance. In the past, the County has counted Contract days instead of calendar days. Due to the unavailability of staff, the County will now count Contract days in working days excluding weekends and holidays. All work must be performed Monday through Friday unless otherwise approved in advance.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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 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 \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising 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 \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the County as a named, additional insured, as well as furnishing the County with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Contract. Said insurance coverage(s) procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the County, and that any other insurance, or self-insurance available to the County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

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

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

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. Upon execution of the Contract and issuance of the Notice to Proceed by the County, the Contractor shall begin work within ten (10) calendar days. Submission of submittals, shop drawings, and the construction schedule shall constitute the commencement of work.

All work shall be completed no later than September 15, 2025. Contractors shall allow sufficient time prior to this deadline for County inspection and to address any deficiencies observed to ensure final completion by the required date.

4. The County may terminate this Contract at its convenience within 10 days advance written notice to the Contractor.
5. It is the responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. Any questions relative to interpretation of requirements, scope of services or bid process shall be addressed in writing as indicated below. No inquiries, if received within seven (7) days of the date set for the opening of bids, will be given consideration. **Oral answers will not be authoritative.**
6. DeSoto County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are to be included as an additional Insured on both the 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 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage.
7. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Purchasing Department upon Notice of Award, prior to

commencement. For the purpose of identification, when submitting insurance, the bid name and number must be included on the certificate.

8. 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.

9. 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. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.

10. 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

**DESOTO COUNTY
BUILDING RENOVATION – DCI WATER TREATMENT FACILITY
25-14-00ITB**

BID FORM

PRICES INDICATED HEREIN REFLECT STRICT COMPLIANCE WITH TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS OF THIS INVITATION FOR BID, OR WITH EXCEPTION DETAILED IN AN ENCLOSURE APPENDED HERETO.

QTY.	U/M	COMMODITY OR SERVICES	TOTAL PRICE
1	LUMP SUM	For all labor, materials, equipment, permits (excluding permit fees), supervision, inspections, clean-up, and incidentals necessary to complete the work described in the Scope of Work and Contract Documents.	\$40,750.00

WRITTEN BID AMOUNT: Forty thousand, seven hundred and fifty dollars.

(Company Name) Rankel Stillwagon Contracting LLC

(Mailing Address) 5347 Main Street Suite 301, New Port Richey, FL, 34652

(Street Address) 5347 Main Street Suite 301

(CITY/STATE/ZIP) , New Port Richey, Florida, 34652

BY Michael Passaro

TITLE Project Manager

(Please print)

(Signature – Bids Must Be Signed by a person authorized to bind the Company)

TELEPHONE 813-373-9149

DATE 5/13/2025

FAX #: _____

EMAIL ADDRESS: mpassaro@rs-gc.com

☐ A site visit was performed.

BIDDERS CHECKLIST

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

- ☒ Completely Executed Bid Package (one (1) original, one (1) copy, and one (1) electronic copy on a flash drive)
- ☒ Bid Proposal Form
- ☒ Qualifications Statement Form
- ☒ Hold Harmless Form
- ☒ Drug Free Workplace Form
- ☒ E-Verify Affidavit
- ☒ Public Entity Crimes Form
- ☒ Non-Collusion Affidavit
- ☒ Human Trafficking Affidavit

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

CIRCLE ONE

SUBMITTED BY: Michael Passaro-Project Manager

Corporation

NAME: Rankel Stillwagon Contracting LLC

Partnership

ADDRESS: 5347 Main Street Suite 301, New Port Richey, FL, 34652

Individual

PRINCIPAL OFFICE: _____

Joint Venture

5347 Main Street Suite 301, New Port Richey, FL, 34652

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: Rankel Stillwagon Contracting LLC

The address of the principal place of business is: _____

5347 Main Street Suite 301, New Port Richey, FL, 34652

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

- a. Date of Incorporation: 2/1/2024
- b. State of Incorporation: Florida
- c. President's name: John Rankel / Clarence Stillwagon
- d. Vice President's name: Eric Reynolds
- e. Secretary's name: Samuel Landrum
- f. Treasurer: Ciara Rankel
- g. Name and address of Resident Agent: John Rankel

3447 Triggerfish Dr. Hernando Beach, FL 34607

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?

2 Year

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.

CBC006231

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

Yes _____ No x _____

9. Did you attend the Pre-Proposal Conference? Yes _____ No x _____

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	
Amazon	Ginger Budnick	5347 Main Street Suite 301, N +	Email budnickg@amazon.com
			Telephone 636-346-2790
Calista Cay Real Estate	Christopher Ryan	Florida	Email jagsbaron@gmail.com
			Telephone 813-484-2308
Board Of Sumter County Commissioners Public Works Department	Freddie Fudge	319 E. Anderson Ave. Bushnell, FL 33513	Email freddie.fudge@sumtercountyfl.gov
			Telephone 352-689-4400

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

Eric Reynolds - 15+Yrs. Management - VP of Field Operations

Michael Passaro - 40+ Yrs. Supervision/Management - Project Manager

Drew Stevens - 15+ Yrs Supervision/Management - Superintendent

Xin Xie - 10+ Yrs Supervision/Management - Project Manager

Matt Brown - 12+ Yrs Supervision/Management - Superintendent

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

Eric Reynolds

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 Hillsborough

On this the 13th day of May, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared

Michael Passaro

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:

Ashlee Carnahan

(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.



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 ☒ Corporation

Name of Bidding Firm:

5347 Main Street Suite 301, New Port Richey, FL, 34652

Mailing Address:

5347 Main Street Suite 301 New Port Richey, FL, 34652

Location Address:

5347 Main Street Suite 301

City & State: New Port Richey, FL ZIP: 34652

Telephone: 636-346-2790 Fax Number: _____

Name/Title of person authorized to bind the Company: Michael Passaro - Project Manager

Signature of person authorized to bind the Company: 

Date: 5/13/2025

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Rankel Stillwagon Contracting LLC (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: 5/13/2025

DESOTO COUNTY
CONTRACTOR/CONSULTANT/VENDOR
E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Hillsborough

BEFORE ME, the undersigned authority, appeared Michael Passaro,
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 Project Manager (title) of Rankel Stillwagon Contracting LLC
(the Contractor/Consultant/Vendor).
4. I am authorized by Rankel Stillwagon Contracting LLC 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: Michael Passaro
As its: Project Manager
Dated: 5/13/2025

STATE OF Florida
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 13th day of May, 2025,
by Michael Passaro, on behalf of Rankel Stillwagon Contracting LLC,
who is personally known to me or who has produced _____
as identification.



Print Name: Ashlee Carnahan
Notary Public of the State of Florida

My Commission Expires: 5/10/2028



**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 Hillsborough

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

1. The business address of Rankel Stillwagon Contracting LLC
[Name of firm]

is 5347 Main Street Suite 301 New Port Richey, FL, 34652

2. My relationship to Rankel Stillwagon Contracting LLC
[Name of firm]

is _____ Project Manager
[Relationship, such as sole proprietor, partner, president, vice president]

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that “conviction” is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

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

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

~~7. There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted vendor list. The name of the convicted person or affiliate is _____.~~

A copy of the order of the Division of Administrative Hearings is attached to this statement.

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



SIGNATURE

State of Florida

County of Hillsborough

On this the 13th day of May, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared
Michael Passaro 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:



Ashlee Carnahan

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

☒ Personally known to me, or

☐ Produced identification:

☐ DID take the oath, or

☐ DID NOT take the oath.

NON-COLLUSION AFFIDAVIT

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
Rankel Stillwagon Contracting LLC	

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 Hillsborough

BEFORE ME, the undersigned authority, personally came and appeared,

Michael Passaro 5347 M, who after being duly sworn, deposed and said that he is the fully authorized Project Manager of Rankel Stillwagon Contracting LLC

(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 13th DAY OF
May, 2025. NOTARY PUBLIC

AFFIANT

Company Name: Rankel Stillwagon Contracting LLC

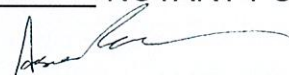
Address: 5347 Main Street Suite 301 New Port Richey, FL

Phone Number: 722-203-3615

Signature: 

NON-COLLUSION AFFIDAVIT IN THE STATE OF
Florida IN THE COUNTY OF
Hillsborough

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 13th day of May, 2025 NOTARY PUBLIC in and for the State of Florida

Signature 

Seal



**HUMAN TRAFFICKING AFFIDAVIT
SECTION 787.06, FLORIDA STATUTES**

Before me, the undersigned authority, personally appeared Michael Passaro
_____, whom after being duly sworn, deposes and states:

(Affiant)

1. My name is Michael Passaro and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Rankel Stillwagon Contracting LLC, a non-governmental entity. I am authorized to provide this affidavit on behalf of Rankel Stillwagon Contracting LLC.

3. The non-governmental entity, Rankel Stillwagon Contracting LLC, does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.


5/13, 2025

Rankel Stillwagon Contracting LLC
(Affiant)

STATE OF FLORIDA
COUNTY OF Hillsborough

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this May 13th, 2025 by Michael Passaro on behalf of Rankel Stillwagon Contracting LLC, who is personally known to me or has produced _____ as identification.




Notary Public

Name (Printed) Ashlee Carnahan

My commission expires 5/10/2028

(Printed typed or stamped Commissioned name of Notary Public)



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

WALTERS, DENNIS D

BUILDING CONCEPTS OF TAMPA BAY, LLC
6635 GLENCOE DRIVE
TEMPLE TERRACE FL 33617

LICENSE NUMBER: CBC006231

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 09/16/2024

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.

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Rankel Stillwagon Contracting

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

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

5347 Main St. Suite 301

6 City, state, and ZIP code

New Port Richey FL 34652

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

9 9 - 1 0 1 0 0 5 2

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 ►

Ciara Bladon

Date ►

01/29/2025

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

RANKEL - STILLWAGON



CONTRACTING

OUR TEAM

QUALITY ABOVE ALL

THE TEAM OF RANKEL- STILLWAGON

THE PEOPLE WHO DRIVE EXCELLENCE

At Rankel Stillwagon Contracting, we're more than just a construction company—we're a supergroup of experts united by our passion for delivering world-class solutions. Our team hails from diverse, high-performance industries, including theme parks, data centers, ports, and distribution centers, bringing an unparalleled depth of knowledge and expertise to every project.

Our unique blend of backgrounds allows us to think beyond traditional construction. We excel at creating innovative solutions tailored to the needs of our clients, whether it's designing cutting-edge facilities, enhancing operational efficiency, or bringing creative visions to life. And when challenges arise, we've been known to work a little magic—miracle workers, some might say!

We pride ourselves on our commitment to excellence, safety, and integrity. Every project we undertake is a testament to our dedication to precision, our belief in building lasting partnerships and the RSC Guarantee.



MEET THE TEAM



JOHN RANKEL
CO-CEO



CLARENCE STILLWAGON
CO-CEO



CIARA BLADON
COO



SAMUEL LANDRUM
VICE PRESIDENT OF OPERATIONS



ERIC REYNOLDS
VICE PRESIDENT OF FIELD OPERATIONS

DOMINIC BURKE **PROJECT EXECUTIVE**

XIN XIE **PROJECT MANAGER/SUPERINTENDENT**

DREW STEVENS **SUPERINTENDENT**

MATHEW BROWN **SUPERINTENDENT**

MICHAEL PASSARO **SUPERINTENDENT**



JOHN RANKEL

CO-CEO

John Rankel brings a dynamic blend of vision, drive, and entrepreneurial spirit to our leadership team. With a profound commitment to innovation and a track record of success in building and scaling businesses, John is the driving force behind the inception and growth of RSC. His unwavering passion for excellence and his innate ability to identify opportunities and capitalize on them have been instrumental in shaping RSC's identity and trajectory.

QUALIFICATIONS

12 Years of Experience

CERTIFICATIONS

OSHA 30

CPR/First Aid

MSHA

Heavy Equipment Training

Cranes & Rigging

AFFILIATIONS

Associated Builders and Contractor (ABC)

CONTACT

813-572-6535

JRankel@Rs-gc.com

PROJECTS

OSGOOD

Fayetteville, GA

Ground Up Construction Data Center

AG&E and Corgan | 612 Acres | \$2,700,000,000

Amazon BNA7

Mount Juliet, TN

Build-Out of a Robotics Distribution Facility

BL Companies | 610,000 SF | \$52,000,000

Amazon WFL2

Lafayette, LA

Existing Building Repositioned for a Distribution Facility with Build-Out of a 33,000 SF Canopy

CESO | 167,000 SF | \$21,250,000

Amazon WMS1

Jackson, MS

Existing Building Repositioned for a Distribution Facility

Bergmann | 142,000 SF | \$18,500,000

Amazon WML1

Milton, FL

Distribution Facility

SGA Design Group | 75,000 SF | \$12,500,000

Y-12

Oak Ridge, TN

Ground Up Uranium Processing Facility

Bechtel | 811 Acres | \$6,500,000,000

Vogle Nuclear Units 3 & 4

Waynesboro, GA

Ground Up Nuclear Power Plant

Westinghouse | 31,000 Acres | \$30,000,000,000

Mercedes Benz Stadium

Atlanta, GA

Ground Up Stadium

HOK tvsdesign | 2,000,000 SF | \$1,600,000,000



QUALIFICATIONS

A.S., Paralegal, Pasco Hernando State College
19 Years of Experience

CERTIFICATIONS

OSHA 30
CPR/First Aid
Safety Trained Supervisor (STS)
Equipment Operator Training

AFFILIATIONS

Associated Builders and Contractor (ABC)

CONTACT

813-853-4786
CStillwagon@Rs-gc.com

CLARENCE STILLWAGON

CO-CEO

Drawing from a rich tapestry of 20 Years of experience in construction management and project leadership, Clarence Stillwagon has continuously been at the helm of ensuring project success from inception to completion. With the experience he has gained over his 20 years in construction, it's an easy win for the success of RSC. With the biggest builder in the world guaranteeing RSC work, success is already assured for the future of RSC to come.

PROJECTS

TIA Terminal Improvements Tampa, FL

Existing Terminal's A,B,C, and F Demo/Retrofit
Alfonso Architects | 647,000 SF | \$72,180,000

Starkey K-8 School Campus Odessa, FL

Ground Up Tilt-wall Project
Flushmen Garcia | 800,000 SF | \$44,000,000

Amazon WFL2 Lafayette, LA

Existing Building Repositioned for a Distribution Facility with Build-Out of a 33,000 SF Canopy
CESO | 167,000 SF | \$21,250,000

Amazon WMS1 Jackson, MS

Existing Building Repositioned for a Distribution Facility
Bergmann | 142,000 SF | \$18,500,000

Starkey Ranch TLC Project Odessa, FL

Ground Up Tilt-wall Project
Flushmen Garcia | 44,000 SF | \$16,000,000

WET 1 Starkville, MS

Existing Building Retrofit for Distribution Facility, Construction for a 16,300 SF Canopy
SGA Design Group | 86,000 SF | \$15,800,000

Amazon WML1 Milton, FL

Distribution Facility
SGA Design Group | 80,000 SF | \$12,500,000

St. Pete Clearwater International Clearwater, FL

Ground Up Expansion
Michael Baker International | 264,000 SF | \$8,300,000



CERTIFICATIONS

OSHA 30
CPR/First Aid

CONTACT

813-853-9345
CBladon@Rs-gc.com

CIARA BLADON

COO

Ciara Bladon brings a uniquely diverse background to our operations. She began her career guiding teams in a Geriatric ICU, then pivoted to organizing major fashion and celebrity events, where she refined her keen eye for detail and top-tier client service. Later, she managed memberships and liaised with board directors at a prestigious club, and built her own businesses from the ground up. As our Operations Manager, Ciara's blend of strategic leadership, organizational savvy, and entrepreneurial drive ensures our projects run smoothly, clients stay confident, and our team thrives.

EXPERIENCE

**University of South
Carolina**
2008 - 2012

Bachelors of Science in Nursing

Baptist Hospital
2012 - 2016

Nurse Supervisor in the Geriatric Intensive
Care Unit

**Paul Mitchell Cosmetology
School**
2016 - 2019

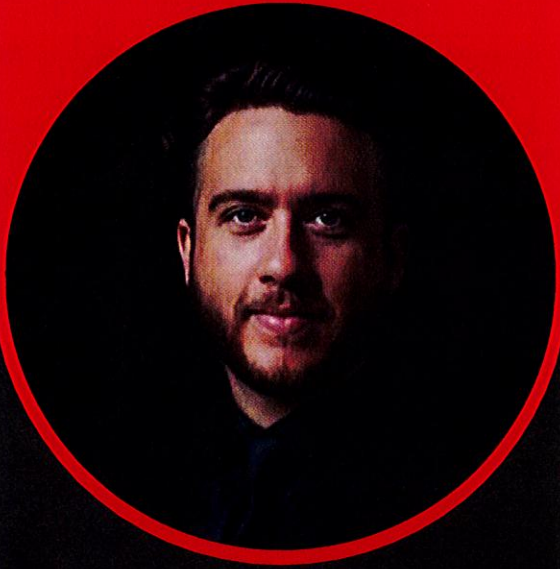
Graduated and Worked Multiple Fashion
Weeks and Very Large Celebrity Events

Forest Lake Club
2016 - 2019

Office Manager, Membership Manager,
Board of Directors Liaison

Personal Brands
2019 - Present

Owning My Own Companies and Managing
Every Aspect of Them



SAMUEL LANDRUM

VICE PRESIDENT OF OPERATIONS

Drawing from over 12 years of diverse experience in construction management and project leadership, Samuel Landrum has been instrumental in delivering complex projects across theme parks, sports facilities, data centers, scientific institutions, medical facilities, and schools. Recognized in Central Florida as one of the top life safety consultants, Samuel's expertise ensures every project not only meets but exceeds safety, quality, and performance standards. His dedication to excellence continues to drive the success and reputation of Rankel Stillwagon Construction.

QUALIFICATIONS

AS. Engineering,
Hillsborough Community College

CERTIFICATIONS

CPR/First Aid

OSHA 30

PMP Certification

AFFILIATIONS

Associated Builders and Contractor (ABC)

National Fire Protection Association (NPFA)

CONTACT

813-838-5849
SLandrum@Rs-gc.com

PROJECTS

EPCOT Project 256
Orlando, FL

Renovation of Themed Dome
80,000 SF | \$55,000,000,000

Raiders Stadium
Las Vegas, NV

Ground Up NFL Stadium
1,800,000 SF | \$1,900,000,000

**Broward County
Convention Center**
Fort Lauderdale, FL

Addition to Convention Center
525,000 SF | \$1,300,000,000

Aspen Aerogels
Atlanta, GA

Manufacturing Facility
500,000 SF | \$1,000,000,000

**Ministry of Magic
Epic Universe**
Orlando, FL

Ground up Themed Ride and Immersive Area
4,800,000 SF | \$800,000,000

**Super Mario World
Epic Universe**
Orlando, FL

Ground Up Themed Ride and Immersive Area
700,000 SF | \$600,000,000

**Project Sparrow
(Disney Resort)**
Orlando, FL

Ground Up Resort
1,000,000 SF | \$500,000,000

Starwars Galaxies Edge
Orlando, FL

Ground Up Themed Ride and Immersive Area
1,000,000 SF | \$500,000,000

**Coronado Springs
Resort**
Orlando, FL

Disney Resort Ground Up
1,250,000 SF | \$500,000,000



CERTIFICATIONS

OSHA 30
Scaffolding Training
Heavy Equipment Operator
Cranes & Rigging Training
CPR/First Aid

CONTACT

813-853-8970
EReynolds@Rs-gc.com

ERIC REYNOLDS

VICE PRESIDENT OF FIELD OPERATIONS

With a decade of hands-on experience, Eric Reynolds has built a distinguished career specializing in Ground up construction, seawalls, docks, piers, state parks, and subsea cable replacement. As Vice President of Field Operations at Rankel Stillwagon Construction, his leadership and technical expertise ensure precision and reliability in managing complex marine and coastal projects. Eric's commitment to excellence drives the success of the company's most challenging and ambitious ventures.

PROJECTS

Julian B. Lane Park Tampa, FL	Seawall and Dock Ground Up/Expansion \$35,600,000
Port Manatee Maintenance Manatee, FL	Remediation/Ground Up \$1,400,000
Marine Max Stuart Stuart, FL	Expansion Phase 1, Remediation/Ground Up \$1,300,000
Knox Bridge Ormond Beach, FL	Subsea Cable Replacement and Remediation \$950,000
Condominium Bridge Pasadena, FL	Ground Up and Repave \$900,000
Caladesi Island Cape Coral, FL	Observation Tower \$750,000
Bay Port Pier Bay Port, FL	Ground Up \$650,000
Orange Lake Boardwalk Cape Coral, FL	Remediation/Ground Up \$600,000
Del Prado Bridge Cape Coral, FL	Dredge and Rip Rap \$480,000
Bold Point State Park Tallahassee, FL	Remediation/Ground Up \$480,000



CERTIFICATIONS

OSHA 30
Aerial Lift Training
Heavy Equipment Operator
CPR/First Aid

CONTACT

813-772-4018
DBurke@Rs-gc.com

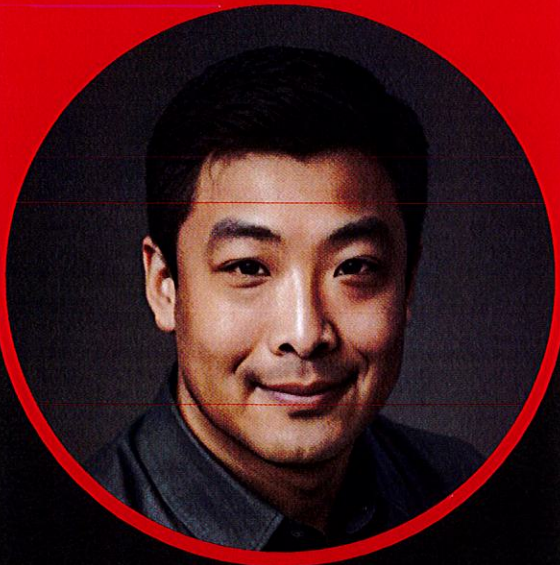
DOMINIC BURKE

PROJECT EXECUTIVE

With 10 years of experience in the construction industry, Dominic Burke has honed his expertise in delivering high-quality projects in aviation, education, and tenant improvements. His ability to manage complex projects with a focus on innovation and client collaboration sets him apart as a leader in his field. Dominic's commitment to excellence and attention to detail play a pivotal role in Rankel Stillwagon Construction's ability to exceed expectations across diverse industries.

PROJECTS

TIA Terminal Improvements Tampa, FL	Existing Terminal's A, B, C, and F Demo/Retrofit 647,000 SF \$72,180,000
Starkey K-8 School Campus Starkey, FL	Ground Up Tilt-wall Project 800,000 SF \$44,000,000
Hudson Highschool Hudson, FL	Phased High School Renovation 640,000 SF \$36,500,000
Tarpon Springs Assisted Living Tarpon Springs, FL	Renovation of 96 AL Homes 350,000 SF \$22,000,000
Carlex Glass Plant restoration Nashville, TN	HVAC, Roof, Window Replacement Due to Tornado 575,000 SF \$16,500,000
Calista Cay Townhouses Tarpon Springs, FL	New Multi-Story Townhouses 120,000 SF \$16,000,000
PIE Terminal B Expansion and CBP Addition Clearwater, FL	Ground Up Expansion 264,000 SF \$15,800,000
Cecil Airport Air Traffic Control Tower Jacksonville, FL	Ground Up New Build 12,800 SF \$12,800,000



CERTIFICATIONS

OSHA 30

First Aid Certification

NEPA 70E Certification

Procore Certification as Project Manager

Confined Space Certified and Trained

Fall Protection Certified and Trained

CONTACT

813-838-3390

XXie@Rs-gc.com

XIN XIE

PROJECT MANAGER/SUPERINTENDENT

Xin brings extensive expertise in large-scale industrial and commercial construction, having played key roles in the successful delivery of landmark projects. These include the AMZ 3PL startup warehouses WLN3 and WLN2, the QTS Data Center Base Build (the world's largest), and advanced fit outs for QTS, CyrusOne, Digital Realty, and Microsoft.

Xin's experience spans roles as a Project Manager and Superintendent, showcasing a versatile skill set and a deep understanding of project execution. With a portfolio that includes over 850,000 SF of high-stakes data center developments, Xin exemplifies precision, innovation, and leadership in every endeavor.

PROJECTS

SUPER ROLE

Osgood QTS
Fayetteville, GA

Data Center Ground Up - 2023 to 2024
612 Acres | \$2,700,000,000

QTS
Atlanta, GA

Data Center/Office/Fitout - 2022 to 2023
800,000 SF | \$30,000,000

Digital Realty
Atlanta, GA

Data Center Fitout/Roof - 2021 to 2024
300,000 SF (of Roofing) | \$10,000,000

PM ROLE

CyrusOne
Council Bluff, IA

Data Center/Office - 2019 to 2020
150,000 SF | \$80,000,000

CyrusOne
Ashburn, VA

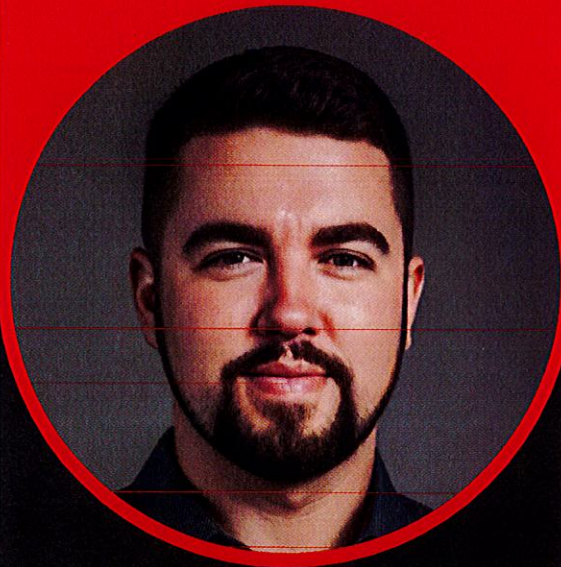
Data Center/Office - 2019
359,000 SF | \$20,000,000

Digital Realty
Ashburn, VA

Data Center Fitout - 2018
60,000 SF | \$20,000,000

Microsoft
Des Moines, IA

Center Base Built - 2018
200,000 SF | \$80,000,000



DREW STEVENS

SUPERINTENDENT

CERTIFICATIONS

AWS D1.1 Structural Steel Certified
ASME Certified
SMAW Certified
FCAW Mechanical and Manual Certified
GMAW Mechanical and Manual Certified
GTAW Mechanical and Manual Certified
Transportation Worker Identification
Credential (TWIC)
OSHA 30/OSHA 10 Maritime Certification
CPR/AED and First Aid and Bloodborne
Pathogens OSHA Certified
Industrial High Angle Rope Rescue Certified
Confined Space Rescue/Industrial Fire
Brigade Certified

CONTACT

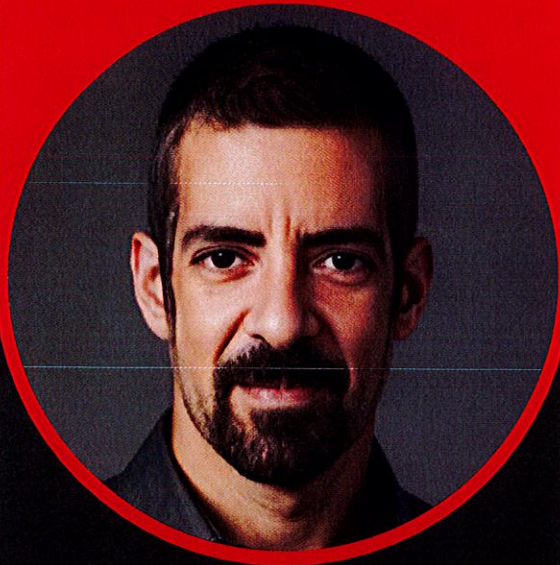
813-294-9486
DStevens@Rs-gc.com

Drew Stevens, a Superintendent at Rankel Stillwagon Construction, brings a strong foundation of technical skills and certifications to his role. With qualifications in AWS D1.1 Structural Steel, ASME standards, advanced welding techniques (SMAW, FCAW, GMAW, GTAW), and OSHA Maritime Safety, Drew ensures a focus on both quality and safety in his work.

His experience includes contributing to notable projects such as Savannah River Nuclear Solutions in Aiken, SC, MK Industry in Pascagoula, MS, Miller Communications in Columbia, SC, and Riley Power Group at Electric Boat in Quonset Point, RI. Drew's commitment to his craft and his well-rounded expertise make him a valuable part of the Rankel Stillwagon Construction team.

PROJECTS

Savannah River Nuclear Solutions Aiken, SC	Facilities, Including 200,000+ SF of Radiologically Controlled Laboratories and Process Spaces 830,000 SF \$25,000,000,000
MK Industry Pascagoula, MS	Ignalls Shipyard Bordering the Mississippi River 800 Acres \$9,500,000,000
Miller Communications Columbia, SC	Traveled to Multiple Tower Projects Spanning a Majority of the US and the Towers Themselves Differed in Size and Project Value for Full Tower Erection Process \$1,000,000
Riley Power Group Quonset Point, RI	Premium Welder for Riley Power Group at Electric Boat in Quonset Point, RI 575,000 SF \$5,100,000,000



CERTIFICATIONS

OSHA 30
CPR/First Aid
Aerial Platform Certification
Forklift Certification

CONTACT

813-373-9149
MPassaro@Rs-gc.com

MICHAEL PASSARO

SUPERINTENDENT

Mike Passaro brings over 35 years of construction experience as Vice President of Mike Sipiczky Inc., where he excelled in site operations, personnel management, and strategic project planning. Known for his ability to lead cross-functional teams, he has successfully overseen projects of various scales while fostering a culture of safety and operational excellence. His expertise spans from optimizing resource allocation to enhancing team productivity through targeted training programs.

PROJECTS

Lakeview Estates Custom Homes Lakeview Estates, FL

Development of Four Luxury Custom Homes with High-End Finishes, Energy-Efficient Designs, and Custom Wooden Decks Featuring Ornate Railings for Outdoor Leisure

12,000 SF | \$950,000

Harbor Point Residences Wilmington, NC

A Collection of Six Coastal-Inspired Custom Homes Designed for Seamless Indoor-Outdoor Living with custom Metal Railings, Expansive Decks, and Dock Access

18,000 SF | \$2,800,000

Hillside Manor Asheville, NC

A Single High-End Custom Residence with Unique Architectural Features, a Private Pool, and a Wraparound Deck with Handcrafted Railings for Panoramic Views

8,000 SF | \$750,000

Sunset Ridge Townhomes Roswell, GA

New Construction of 15 Multi-Story Townhomes with Private Garages, Rooftop Terraces, and Community Decks with Custom Glass Railings

40,000 SF | \$4,500,000

Willow Creek Cottages Fairhope, AL

Construction of Three Cozy Custom Cottages with Rustic Wooden Decks, Wrought Iron Railings, and Landscaped Garden Paths

10,000 SF | \$850,000

Willow Creek Estates Cary, NC

A Gated Community Featuring 20 Luxury Homes with Bespoke Designs, Custom Interiors, and Expansive Decks with High-Quality Stainless-Steel Railings and Eco-Friendly Landscaping

60,000 SF | \$7,500,000