

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

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

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

Section 1. Contract Documents.

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

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

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

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

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

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

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

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

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

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

Section 2. Scope of Work.

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

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

Section 3. Contract Amount.

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

**REVISED BID FORM****DESOTO COUNTY CONSTRUCTION SERVICES FOR TINY TOWN  
HOMELESS SHELTER PROJECT****26-03-01ITB**

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

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

**GRAND TOTAL**

\$ 1,349,428.40

**WRITE OUT AMOUNT:**

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

Company: Stellar Development Inc.

Address: 59 Sarasota Center Blvd.

City, State & Zip: Sarasota, FL 34240

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

Email: maurice@stellargc.com

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

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

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

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

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

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

#### Section 4. Bonds.

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

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

#### Section 5. Contract Time and Liquidated Damages

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

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

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

#### Section 6. Intent of Contract Documents

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

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

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

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

#### Section 7. Investigation and Utilities

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

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

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

## Section 8. Schedule

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

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

## Section 9. Progress Payments

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

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

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

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

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

9.4.1 indicate his approval of the requested payment;

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

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

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

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

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

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

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

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

#### Section 10. Payments Withheld

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

10.1.1 Defective Work not remedied;

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

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

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

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

10.1.6 Unsatisfactory prosecution of the Work by the Contractor;

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

10.1.8 Any other material breach of the Contract Documents.

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

#### Section 11. Final Payment

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

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

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

## Section 12. Submittals and Substitutions

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

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

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

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

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

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

### Section 13. Daily Reports, As-Builts and Meetings

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

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

- 13.1.3. The hours of operation by Contractor's and subcontractor's personnel;
- 13.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- 13.1.5. All equipment present at the Project site, description of equipment uses and designation of time equipment was used (specifically indicating any down time);
- 13.1.6. Description of Work being performed at the Project site;
- 13.1.7. Any unusual or special occurrences at the Project site;
- 13.1.8. Materials received at the Project site;
- 13.1.9. A list of all visitors to the Project site; and
- 13.1.10 Any problems that might impact either the cost or quality of the Work or the time of performance.

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

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

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

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

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

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

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

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

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

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

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

perform the Scope of Services identified herein.

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

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

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

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

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

#### Section 14. Contract Time and Extensions

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

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

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

#### Section 15. Changes in the Work

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

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

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

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

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

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

## Section 16. Claims and Disputes

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

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

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

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

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

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

#### Section 17. Other Work

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

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

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

## Section 18. E-Verify

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

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

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

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

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

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

## Section 19. Indemnification and Insurance

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

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

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

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

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

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

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

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

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

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

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

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

#### Section 20. Compliance with Laws

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

#### Section 21. Cleanup and Protections

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

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

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

#### Section 22. Assignment

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

#### Section 23. Permits, Licenses and Taxes

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

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

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

#### Section 24. Termination for Default

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

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

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

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

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

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

#### Section 25. Termination for Convenience and Right of Suspension

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

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

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

## Section 26. Completion

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

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

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

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

#### Section 27. Warranty

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

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

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

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

#### Section 28. Tests and Inspections.

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

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

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

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

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

## Section 29. Defective Work

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

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

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

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

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

### Section 30. Supervision and Superintendents

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

### Section 31. Protection of Work

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

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

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

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

## Section 32. Emergencies

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

## Section 33. Use of Premises

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

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

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

#### Section 34. Safety

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

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

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

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

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

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

#### Section 35. Project Meetings

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

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

Section 36. Exhibits Incorporated.

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

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

Section 37. Notices.

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

With Copy To:

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

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

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

Corporate Name of Contractor: Stellar Development, Incorporated  
Address (including city, state and zip): 59 Sarasota Center Boulevard  
Sarasota, Florida 34240

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

Richard Herrmann, Contractor Project Manager

Telephone and Fax numbers:

(216) 316-9986

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

Section 38. Modification.

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

Section 39. Successors and Assigns.

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

Section 40. Governing Law, Waiver of Jury Trial.

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

Section 41. No Waiver.

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

Section 42. Vendors on Scrutinized Companies Lists.

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

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

#### Section 43. Modification.

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

#### Section 44. Entire Agreement.

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

#### Section 45. Severability.

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

#### Section 46. Subcontracting.

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

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

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

#### Section 47. Federal Provisions

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

47.1.1. 2 CFR Part 25.110

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

47.1.3. Executive Orders 12549 and 12689

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

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

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

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

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

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

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

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

47.9. Procurement of Recovered Materials. For all federally funded work, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

47.11.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

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

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

47.12. Federal Suspension and Debarment. This Agreement may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of its subcontractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

#### 47.12.4. Certification Instructions

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

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

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

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

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

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

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

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

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

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

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

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

47.13. Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Contractor agrees to comply with all provisions of the Davis Bacon Act as amended. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the agreement. The decision to award a Contract shall be conditioned upon the acceptance of the wage determination.

47.14. Federal Lobbying. If applicable as set forth in any contract, Contractor who applies for an award of \$100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in Exhibit D attached hereto as if fully set forth herein. Each tier of subcontractor will certify to the tier above that it will not and has not used Federal

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier of subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor.

47.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. Contractor is prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

47.28. Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216). Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

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

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

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

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

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

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

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

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

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

- i. to be bound by the terms of the CDBG-CV Subgrant Agreement;
- ii. to be bound by all applicable State and Federal laws, rules, and regulations;
- iii. to hold FloridaCommerce and the County harmless against all claims of whatever nature arising out of the Contractor's performance of Work under the Agreement; and
- iv. in the event that the Contractor subcontracts any portion of the Work, any contract between the Contractor and its subcontractor shall include the foregoing provisions.

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

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

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

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

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

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK  
SIGNATURE PAGE FOLLOWS**

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

**CONTRACTOR:**  
**STELLAR DEVELOPMENT, INCORPORATED**, a Florida Corporation

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

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

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

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

**ATTEST:**

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

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

Title: Corporate Secretary \_\_\_\_\_

[Corporate Seal]

**OWNER:** DeSoto County, Florida

(SEAL)

By: \_\_\_\_\_  
Steve Hickox, Chairman  
Board of County Commissioners

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

**ATTEST:**

\_\_\_\_\_  
Mandy Hines, County Administrator

**APPROVED AS TO FORM:**

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

**EXHIBIT A**  
**LEGAL ADVERTISEMENT**

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

**EXHIBIT B**  
**INVITATION TO BID**

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

**EXHIBIT C**  
**BID PROPOSAL WITH REQUIRED FORMS**

ORIGINAL

**26-03-01**

**Desoto County  
Tiny Town Homeless Shelter**

**Date/Time**

**February 13, 2026 @ 2:00PM EST**



59 Sarasota Center Blvd.

Sarasota, FL 34240

## Table of Contents

1. Certification Forms Check List
2. Qualification Statement (Form #1)
  - a. Resume – Key individual who will have personal supervision
  - b. GC License
  - c. W-9
  - d. Professional References
  - e. Minimum Qualification Requirements
3. Non-Collusion Affidavit of Prime Bidder (Form #2)
4. Drug-Free Workplace (Form #3)
5. Insurance (Form #4)
6. Indemnification (Form #5)
7. Public Entity Crimes (Form #6)
8. Contracting with Minority and Woman Business Enterprise (Form #7)
  - a. Good Faith Efforts
9. Access to Records and Records Retention (Form #8)
10. E-Verify Responsibility and E-Verify Affidavit (Form #9)
11. Domestic Preference (Form #10)
12. SAM.GOV Registration-Debarment and Suspension (Form #11)
13. Conflicts of Interest (Form #12)
14. Section 3 Requirement (Form #13)
  - a. Per Addendum #1: Bid Document pages 64-67 and 73-74)
15. Labor Standards Compliance (Form # 14)
16. Appendix II to Part 200 (Form #15)
17. Human Trafficking Affidavit (Form #16)
18. Addendum Acknowledgements
19. Bid Bond

## Certification Forms

## CERTIFICATION FORMS

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

- Completely Executed Bid Package (one (1) original, marked as such, two (2) copies, and one (1) electronic copy of full Bid on a flash drive.)
- Qualification Statement Form # 1
- Non-Collusion Affidavit of Prime Bidder Form # 2
- Drug-Free Workplace Form # 3
- Insurance Form # 4
- Indemnification Form # 5
- Sworn Statement Pursuant to Florida Statutes Section 287.133(3)(a) on Public Entity Crimes Form # 6
- Contracting with Minority and Women Business Enterprise (MWBE) Form #7
- Access to Records and Records Retention Form # 8
- E-Verify Responsibility and E-Verify Affidavit # 9
- Domestic Preference Form # 10
- SAM.GOV Registration-Debarment and Suspension Form # 11
- Conflicts of Interest Form # 12
- Section 3 Requirements # 13
- Labor Standards Compliance Form # 14
- Federal Grant Funded Clauses, inclusive of Appendix II to Part 200 # 15
- Human Trafficking Affidavit #16

**SECTION 3**  
**BID PROPOSAL FORM**  
**COMMUNITY DEVELOPMENT BLOCK GRANT CORONA VIRUS RELIEF PROGRAM**  
**(CDBG-CV) FUNDED (COMMERCE AGREEMENT NO. 22CV-S02)**  
**CONSTRUCTION SERVICES FOR THE TINY TOWN HOMELESS SHELTER**  
**INVITATION TO BID NO.: 26-03-01**

Proposal of Stellar Development, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida doing business as Stellar Development, Inc.\*, to the DeSoto County Board of County Commissioners (hereinafter called "COUNTY").

In compliance with your Advertisement for BIDS, BIDDER hereby proposed to perform all WORK for the Construction Services for the Tiny Town Homeless Shelter project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the process stated in the BID SCHEDULE.

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

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within Two Hundred Ten (210) consecutive calendar days thereafter.

BIDDER acknowledges receipt of the following ADDENDA:

Number 1, dated 01/23/2026

Number 2, dated 01/28/2026

Number 3, dated 01/29/2026

Number 4, dated 01/30/2026

Number 5, dated 02/02/2026

Number 6, dated 02/04/2026

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

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

**REVISED BID FORM****DESOTO COUNTY CONSTRUCTION SERVICES FOR TINY TOWN  
HOMELESS SHELTER PROJECT****26-03-01ITB**

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

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

**GRAND TOTAL**

\$ 1,349,428.40

**WRITE OUT AMOUNT:**

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

Company: Stellar Development Inc.

Address: 59 Sarasota Center Blvd.

City, State & Zip: Sarasota, FL 34240

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

Email: maurice@stellargc.com

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



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

a. Date of organization: \_\_\_\_\_

b. Name, address and ownership units of all partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. State whether general or limited partnership: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

18 \_\_\_\_\_

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

SMG Development Inc.  
\_\_\_\_\_  
\_\_\_\_\_

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

CGC 061038 \_\_\_\_\_

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

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

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

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?  
**no**

11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.  
**no**

12. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

COMPANY NAME	CONTACT	ADDRESS	
See attached professional references			Email
			Telephone
			Email
			Telephone
			Email
			Telephone

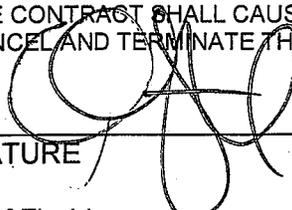
13. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

**See attached resume**

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

Chris Brede

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



SIGNATURE

State of Florida

County of SARASOTA

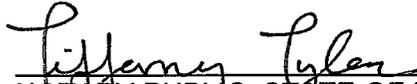
On this the 13<sup>TH</sup> day of FEBRUARY, 2020, before me, the undersigned Notary Public of the State of Florida, personally appeared

MAURICE CPSTAL

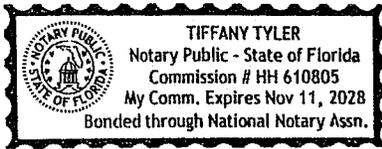
and

(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:



TIFFANY TYLER

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

Personally known to me, or

Produced identification:

DID take the oath, or

DID NOT take the oath.

## Chris Brede

### Education

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

### Hotel Project Experience

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

### Religious Project Experience

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

### Commercial Project Experience

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

### Retail Project Experience

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

### Industrial Project Experience

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

### Project Manager



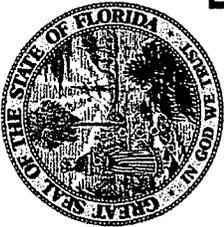
- Certified in Florida Storm Water Management
- OSHA 30

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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



**OPSTAL, MAURICE ALBERT**

STELLAR DEVELOPMENT INC.  
59 SARASOTA CENTER BLVD  
SARASOTA FL 34240

LICENSE NUMBER: CGC061038

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



ISSUED: 06/25/2024

Do not alter this document in any form.

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

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

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

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>Stellar Development, Inc.</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above.</p>	
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor    <input type="checkbox"/> C corporation    <input checked="" type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>59 Sarasota Center Blvd.</b></p>	Requester's name and address (optional)
	<p><b>6</b> City, state, and ZIP code</p> <p><b>Sarasota, FL 34240</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>										
or										
<b>Employer identification number</b>										
6	5		-	1	0	3	2	9	7	5

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

<b>Sign Here</b>	Signature of U.S. person	Date <b>FEBRUARY 13, 2020</b>
------------------	--------------------------	-------------------------------

## 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](http://www.irs.gov/FormW9).

### What's New

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

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

### Purpose of Form

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

**Ken Hinkle**

Senior Project Manager  
Sarasota Manatee Airport Authority  
6000 Airport Circle  
Sarasota, FL 34243  
941.650.0815  
[Ken.hinkle@flysrq.com](mailto:Ken.hinkle@flysrq.com)

**Chris Brandt**

Director of Special Projects  
It Works Global  
908 Riverside Dr.  
Palmetto, FL 34221  
941.376.2340  
[cbrandt@itworksglobal.com](mailto:cbrandt@itworksglobal.com)

**Brett White**

Chief Development Officer  
Charlotte County Airport Authority  
28000 A-1 Airport Rd.  
Punta Gorda, FL 33982  
941.639.1101 Ext 160  
[bwhite@flypgd.com](mailto:bwhite@flypgd.com)

**Fred Cochran**

Owner  
Insula Properties  
50 Central Avenue Suite 970  
Sarasota, FL 34236  
941.504.6831  
[fcochran@inscap.com](mailto:fcochran@inscap.com)



Stellar Development Inc.  
59 Sarasota Center Blvd. Sarasota, FL 34240  
Ph: 941-907-9577 • Fax: 941-907-9533

### Minimum Qualification Requirements

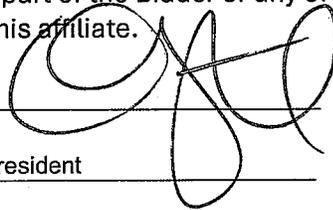
- a. Project Name: North Jetty Park Dune Walk over Replacement
  - b. Client Contact information: Sarasota County Government; Ty Overmyer, PM; 941-232-6092; tovermye@scgov.net
  - c. Project Description: Demolition of two of the park's wood framed dune walkover structures, reconstruction of two of the wood framed dune walkover structures, installation of accessible items of beach showers, pedestrian walkways, and parking spaces all to meet ADA requirements.
  - d. Construction Cost: \$1,499,615.49
  - e. Date of Completion: June 2024
- 
- a. Project Name: Connor Park
  - b. Client Contact Information: City of Palmetto; Nixa Haisley, Purchasing Manager; 941-723-4570 ext. 7112; nhaisley@palmettofl.org
  - c. Project Description: Construction of Connor Park including boardwalk bridge construction, pond, and recreational walkway. Other aspects of the project included contaminated soil removal, stormwater treatment improvements and creation of public access and aesthetics for the community. The scope of services for General Construction included the following: contaminated soil removal, masonry, concrete, electrical, plumbing, paving, grading, carpentry, millwork, framing, hardware and excavation.
  - d. Construction Cost: \$3,804,637.73
  - e. Date of Completion: August 2023
- 
- a. Project Name: Hampton Inn & Suites
  - b. Client Contact Information: North Port Hospitality LLC & Lodgco; Mike Postle, VP of Development; 989-773-2400; mpostle@lodgco.net
  - c. Project Description: New completely wood framed 4-story hotel.
  - d. Construction Cost: \$9,809,936.00
  - e. Date of Completion: December 2020
- 
- a. Project Name: McIntosh Park Trails PHI
  - b. Client Contact Information: City of Plant City; Jack Holland, Director Parks & Recreation; 813-659-4250; jholland@plantcitygov.com
  - c. Project Description: Construction of a large wood framed observation tower to view the surround park areas, at-grade, crushed stone walking trails; a crushed stone parking area; a playground feature, various amenities (trash cans, message board, benches), and related work.
  - d. Construction Cost: \$491,620.69
  - e. Date of Completion: April 2021

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

State of Florida  
County of Sarasota

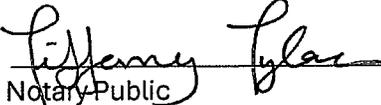
Maurice Opstal, being first duly sworn, deposes and says that:

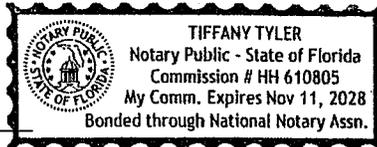
1. he/she is President of Stellar Development Inc., the Bidder that has submitted the attached Bid;
2. he/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;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

Signed: 

Title: President

Subscribed and sworn to before me this 13<sup>TH</sup> day of FEBRUARY, 2020

  
Notary Public



My Commission Expires: \_\_\_\_\_

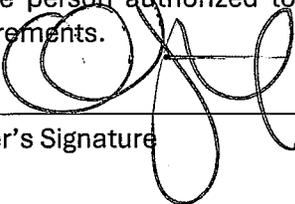
DRUG-FREE WORKPLACE FORM  
(CERTIFICATION SUBMITTAL THREE)

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

That Stellar Development Inc. does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employee for violations of such prohibition
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

  
\_\_\_\_\_  
Bidder's Signature

February 13, 2026  
\_\_\_\_\_  
Date

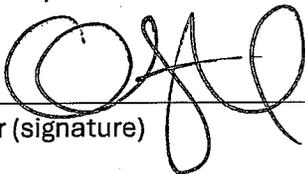
Stellar Development Inc.  
\_\_\_\_\_  
Company Name

INSURANCE  
(CERTIFICATION SUBMITTAL FOUR)

By signing below the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the Bidder will provide all insurance coverage as required in ITB #26-03-01.

The requirements are as follows:

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



\_\_\_\_\_  
Bidder (signature)

\_\_\_\_\_  
February 13, 2026

Date

\_\_\_\_\_  
Maurice Opstal

Name of Authorized Representative

\_\_\_\_\_  
Stellar Development Inc.

Company Name

INDEMNIFICATION  
(CERTIFICATION SUBMITTAL FIVE)

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

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

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

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

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

BY: [Signature]  
Signature of Owner or Officer

DATE: February 13, 2020

ATTEST: [Signature]  
Corporate Secretary or Witness

941-907-9577  
Organization Phone Number

STATE OF: Florida

COUNTY OF: Sarasota

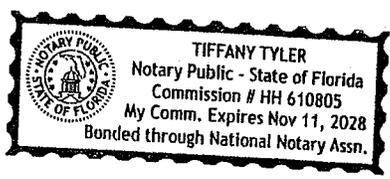
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day February of 2020 by Maurice Opstal, of Stellar Development Inc.  
(Company Name).

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

[Signature]  
Signature of Notary

Tiffany Tyler  
Printed Name of Notary

(Seal)



My Commission Expires: \_\_\_\_\_

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

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

1. This sworn statement is submitted to Desoto County [print name of the public entity]  
by Maurice Opstal, President for Stellar Development Inc.  
[print individual's name and title]

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

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

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

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36

months shall be considered an affiliate.

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

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

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

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

*This Space Left Blank Intentionally*

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

*[Handwritten Signature]*

[signature]

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me on this 13<sup>TH</sup> day of

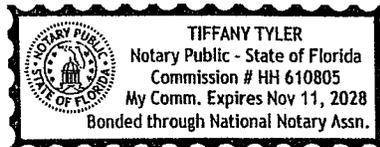
FEBRUARY, 2020 by Maurice Opstal

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

*[Handwritten Signature: Tiffany Tyler]*  
\_\_\_\_\_  
Signature of Notary

Tiffany Tyler  
\_\_\_\_\_  
Printed Name of Notary

(Seal)



My Commission Expires: \_\_\_\_\_

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

By signing below the Bidder is stating that they fully understand the Minority/Woman-owned Business Enterprises (MWBE) requirements for the project and if awarded will adhere to 2 CFR 200.321(b)(6), and the requirements in ITB #26-03-01, in hiring any subcontractors, if applicable.

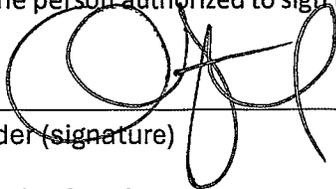
DeSoto County is an Equal Employment Opportunity employer and makes it a priority to ensure minority and women owned business enterprises are extended every opportunity to participate in procurement opportunities the County offers for projects and services. The County takes all necessary affirmative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

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

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

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

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

  
\_\_\_\_\_  
Bidder (signature)

Maurice Opstal  
Name of Authorized Representative

February 13, 2026  
Date

Stellar Development Inc.  
Company Name

### Good Faith Efforts

- Maintain an updated solicitation list of all qualified minority and women owned business enterprises in DeSoto County and the counties in the same surrounding regional area to DeSoto County;

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

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

**Our list is included for reference.**

- Utilize the services provided by the Florida Office of Supplier Diversity and its website to maintain and update the County's minority and women owned business enterprises solicitation;

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

- Directly solicit by mail, phone, fax, or email all applicable vendors on the County's qualified minority and women business enterprises list providing them with notification of the procurement opportunity the County is offering;

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

- When economically feasible and allowable, the County will divide total requirements into smaller tasks or quantities to permit maximum participation by small and minority owned businesses, and women's owned business enterprises. (such divisions or reductions shall not be allowed to circumvent requirement thresholds for bonding or insurance);

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

- Where requirements and schedules of funding entities permit flexibility, establish delivery schedules which encourage participation by small and minority owned businesses, and women owned business enterprises.

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

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

Titan Electrical Service of SWFL LLC	January 19, 2026	<a href="mailto:trish@titanelectrical.com">trish@titanelectrical.com</a>		no response
Treider Industries Inc.	January 19, 2026	<a href="mailto:b.treider@hotmail.com">b.treider@hotmail.com</a>		no response
Trypower Electrical Services Inc	January 19, 2026	<a href="mailto:trypower.electrical@gmail.com">trypower.electrical@gmail.com</a>		no response
United Pro Painters LLC	January 19, 2026	<a href="mailto:unitedpropaintersllc@gmail.com">unitedpropaintersllc@gmail.com</a>		no response
Versa-Tile & Marble Inc	January 19, 2026	<a href="mailto:contact@versatilemi.com">contact@versatilemi.com</a>	yes	no response
Volts Electrical Services LLC	January 19, 2026	<a href="mailto:dmorales@volts-electric.com">dmorales@volts-electric.com</a>	yes	no response
Wentco Inc.	January 19, 2026	<a href="mailto:cathv.revolds@wentcoinc.com">cathv.revolds@wentcoinc.com</a>		no response
Xtreme Painting Services Inc	January 19, 2026	<a href="mailto:amalia@xtremepaintingservices.com">amalia@xtremepaintingservices.com</a>	No	

# SAMPLE EMAIL

Tiffany Tyler

---

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

Good morning,

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

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

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

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

Thank you.



**Tiffany Tyler**  
**Administrative Executive**



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

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

By signing below the Bidder is stating that they fully understand the Access to Records and Records Retention requirements for the project and if awarded the Bidder will ensure compliance with the requirements and as required in ITB #26-03-01, and as outlined below:

ACCESS TO RECORDS

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

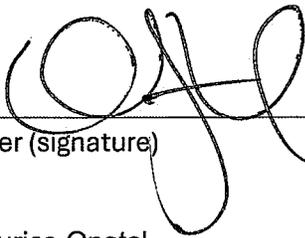
County to perform the services under this Agreement. If the Bidder transfers all public records to the County upon completion of the Agreement, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Bidder keeps and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

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

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

**RETENTION OF RECORDS**

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



\_\_\_\_\_  
Bidder (signature)

\_\_\_\_\_  
Maurice Opstal

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
February 13, 2026

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stellar Development Inc.

\_\_\_\_\_  
Company Name

**E-VERIFY RESPONSIBILITY  
(CERTIFICATION SUBMITTAL NINE)**

By signing below the Bidder states that they fully understand the E-Verify requirements outlined in (Section 448.095 Florida Statute and under Executive Order 11-116) and for the project and if awarded the Bidder will provide all E-Verify documentation as required in ITB #26-03-01.

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

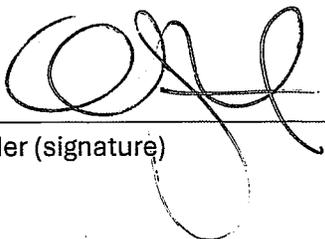
a. The Bidder shall provide the County and require each of its subcontractors to provide the Bidder, with an affidavit (Exhibit B) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Bidder shall maintain a copy of the subcontractor's affidavit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

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

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

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

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

  
\_\_\_\_\_

Bidder (signature)

Maurice Opstal  
Name of Authorized Representative

February 13, 2026  
Date

Stellar Development Inc.  
Company Name

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

STATE OF Florida

COUNTY OF Sarasota

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

1. I make this affidavit on personal knowledge.
2. I am over the age of 18 years and otherwise confident to make this Affidavit.
3. I am the President of Contractor (Stellar Development Inc.) (the "Contractor/Consultant/Vendor").
4. I am authorized by Stellar Development Inc. to make this Affidavit on behalf of Contractor/Consultant/Vendor.
5. Contractor/Consultant/Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.
6. Contractor/Consultant/Vendor acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.
7. Contractor/Consultant/Vendor is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
8. Contractor/Consultant/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with DeSoto County.
9. Contractor/Consultant/Vendor's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
10. Contractor/Consultant/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.
11. Neither the Contractor/Consultant/Vendor, nor any subcontractor of Contractor/Consultant/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.

12. If the Contractor/Consultant/Vendor, or any subcontractor of Contractor/Consultant/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with DeSoto County, it shall provide immediate notice thereof to DeSoto County.

[Signature]  
Signature of Affiant  
on behalf of Contractor/Vendor

By: Maurice Opstal

As its: President

Dated: February 13, 2020

STATE OF Florida  
COUNTY OF Sarasota

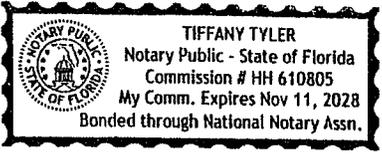
Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 13<sup>TH</sup> day of FEBRUARY, 2020, by MAURICE OPSTAL, on behalf of SEAWARD DEVELOPMENT, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]

Print Name: Tiffany Tyler

Notary Public of the State of Florida

My Commission Expires:



DOMESTIC PREFERENCE  
(CERTIFICATION SUBMITTAL TEN)

By signing below the Bidder is stating that they fully understand the Domestic Preference requirements as outlined in 2 CFR 200.322(a) for the project and if awarded the Bid will ensure compliance with the regulation and as required in the regulation and ITB #26-03-01.

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

Construction Procurements and Awards

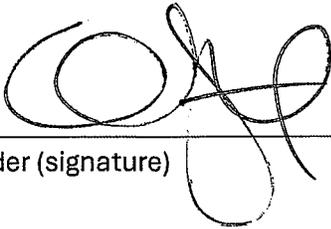
Procurements for Federally funded construction services shall include a requirement that the bidder and selected construction contractor agree to execute a contract including the Domestic Preference provisions and additionally require that said contractor adhere to the Domestic Preference provisions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

Project Engineering Procurements and Awards

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

Grant Administration Procurements and Awards

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



\_\_\_\_\_  
Bidder (signature)

February 13, 2026

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maurice Opstal

Name of Authorized Representative

\_\_\_\_\_  
Stellar Development Inc.

Company Name

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

By signing below the Bidder states that they fully understand the requirement that they must be registered with the System for Award Management (SAM.GOV). The Bidder additionally understands and acknowledges they are ineligible for contracting under this ITB #26-03-01 if their names, and or parties are listed as debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. Furthermore, the BIDDER

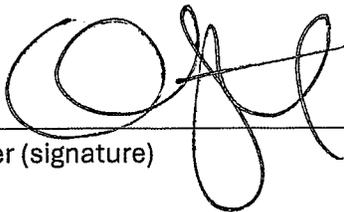
a. Contract(s) awarded as a result of this Invitation to Bid, is/are covered transaction for the purposes of 2 C.F.R. Part 180, 2 C.F.R. Part 3000, 24 C.F.R. Part 570.609, 24 C.F.R. Part 5.105 (c), 2 C.F.R. Part 2424, and Appendix II to Part 200 (h). As such the BIDDER is required to verify that none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

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

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

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

Additionally, the Bidder understands they may be precluded from award of contracting under this ITB #26-03-01 if they deemed by the evaluation committee to not be a responsible vendor based on their work history, references, other problems, such as completing projects in a timely manner or failures to implement their work on past projects as outlined in those scopes of work for such projects.



\_\_\_\_\_  
Bidder (signature)

February 13, 2026

\_\_\_\_\_  
Date

Maurice Opstal

\_\_\_\_\_  
Name of Authorized Representative

Stellar Development Inc.

\_\_\_\_\_  
Company Name

CONFLICTS OF INTEREST  
(CERTIFICATION SUBMITTAL TWELVE)

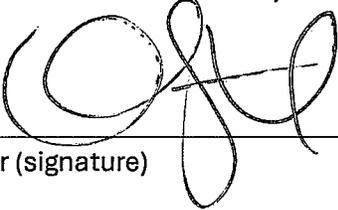
By signing below the Bidder states that they fully understand the requirements, as outlined in 2 CFR 200.319(b) that prohibits contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for Bids must be excluded from competing for such procurements. If the Bidder developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for Bids for the work outlined in this ITB #26-03-01, the Bidder may not be considered for work under this ITB.

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

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

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

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



\_\_\_\_\_  
Bidder (signature)

\_\_\_\_\_  
Februray 13, 2026

Date

\_\_\_\_\_  
Maurice Opstal

Name of Authorized Representative

\_\_\_\_\_  
Stellar Development Inc.

Company Name

SECTION 3 REQUIREMENTS  
(CERTIFICATION SUBMITTALS THIRTEEN)

By signing below the Bidder is stating that they fully understand the Section 3 requirements as outlined in 24 CFR 75 and required under the project served by ITB # 26-03-01. If awarded, the Bidder will ensure compliance with the regulation, and will complete and provide required certifications and reports (see pages following) and maintain and provide documentation of the same to the County, as required. The Bidder will additionally ensure that its subcontractors provide the required certifications and reports (see pages following) and maintain and provide documentation as requested and required.

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

The Bidder understands, under both of the above period scenarios, that if awarded a contract for Construction services under this ITB #26-03-01, they will be responsible as outlined above and will additionally be required to ensure that specifications, contracts, and certifications for the procurement of and contracting with construction contractors includes and complies with the required Section 3 requirements. The Bidder shall additionally include the following Section 3 clause in each construction contract over \$100,000.00 and will also include language in each construction specifications and contract requiring the Prime Construction Contractor to include Section 3 requirements and the Section 3 clause in its subcontracts, if applicable.

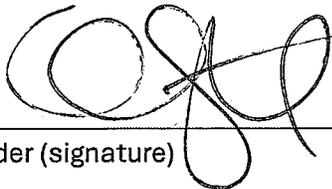
SECTION 3 CLAUSE

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

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

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

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



Bidder (signature)

February 13, 2026

Date

Maurice Opstal

Name of Authorized Representative

Stellar Development, Inc.

Company Name

## PRIME CONTRACTOR CERTIFICATION REGARDING SECTION 3 COMPLIANCE

Project Name: DeSoto County – Tiny Town Homeless Shelter Project  
CDBG Contract Number: 22CV-S02  
Prime Contractor Name: Stellar Development, Inc. Phone: 941-907-9577  
Authorized Representative: Maurice Opstal Email: maurice@stellargc.com

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

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

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

And

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

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

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

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

### EMPLOYMENT AND TRAINING

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

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

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

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

#### CONTRACTING

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

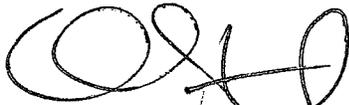
- 1) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located in the following order of priority (*where feasible*):
  - a) Section 3 business concerns that provide economic opportunities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

#### REPORTING

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

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

Signed and certified this 13<sup>TH</sup> day of FEBRUARY, 2026



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

## CONTRACTOR SECTION 3 PLAN

---

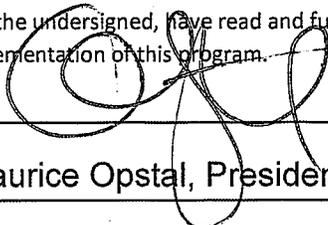
(Contractor) agrees to implement affirmative steps to comply with the Section 3 requirements set forth at 24 CFR 75 directed at increasing the utilization of lower income residents and businesses within DeSoto County, Florida

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

As officers and representatives of Stellar Development, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name of Bidder)

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

  
\_\_\_\_\_  
Signature

Maurice Opstal, President

Title

February 13, 2026 Date

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

---

Stellar Development, Inc.

Name of the Proposed Contractor

DeSoto County – Tiny Town Homeless Shelter Project

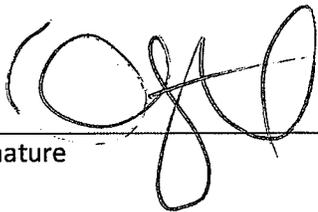
Project Name

22CV-502

CDBG Agreement Number

The undersigned hereby certifies that:

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



Signature

February 13, 2026

Date

Signer Name Maurice Opstal

Title President

LABOR STANDARDS COMPLIANCE  
(CERTIFICATION SUBMITTAL FOURTEEN)

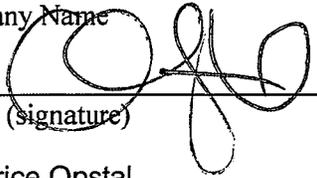
Requirements, instructions, and Labor Standards guidance are outlined in detail in pages 10-18 of these CDBG Supplemental Conditions. By signing below the Contractor/Bidder certifies that they have read, fully understand, and shall comply with the Labor Standards requirements and shall govern and implement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

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

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

Stellar Development Inc.

Company Name



Bidder (signature)

February 13, 2026

Date

Maurice Opstal

Name of Authorized Representative of the Contractor

APPENDIX II TO PART 200  
(CERTIFICATION SUBMITTAL FIFTEEN)

By signing below the Bidder states that they fully understand the requirements as outlined in Appendix II to Part 200, below. If awarded the Bidder understands that Appendix II to Part 200 will be included in the contract between their firm and DeSoto County and will ensure compliance with the regulation and as required in the regulation and ITB #26-03-01.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) See also § 200.471.

(L) Domestic preferences for procurements.

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

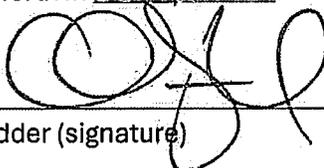
(b) For purposes of this section:

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

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

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

Stellar Development Inc.  
Company Name

  
Bidder (signature)

February 13, 2026  
Date

## Addendum Acknowledgement

**DESOTO COUNTY  
CDBG-CV FUNDED CONSTRUCTION SERVICES FOR TINY  
TOWN HOMELESS SHELTERS PROJECT  
ADDENDUM NO. 1  
PROJECT NO. 26-03-01ITB**

Addendum No. 1 dated this 23<sup>rd</sup> day of January 2026.

  
\_\_\_\_\_  
Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidder's Receipt of Addendum No. 1 by:

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

Company: Stellar Development Inc.

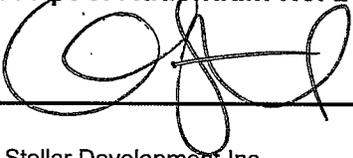
Date: February 13, 2026

**DESOTO COUNTY  
CDBG-CV FUNDED CONSTRUCTION SERVICES FOR TINY  
TOWN HOMELESS SHELTERS PROJECT  
ADDENDUM NO. 2  
PROJECT NO. 26-03-01ITB**

Addendum No. 2 dated this 28<sup>th</sup> day of January 2026.

Cindy Talamantez  
Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidder's Receipt of Addendum No. 2 by:

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

Company: Stellar Development Inc.

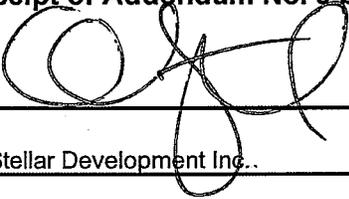
Date: February 13, 2026

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

Addendum No. 3 dated this 29<sup>th</sup> day of January 2026.

Cindy Talamantez  
Cindy Talamantez, CPPO, CPB, Purchasing Director

Bidder's Receipt of Addendum No. 3 by:

Signature: 

Company: Stellar Development Inc.

Date: February 13, 2026

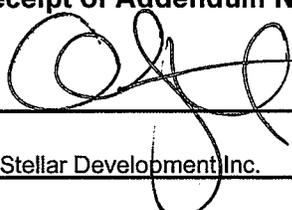
**DESOTO COUNTY  
CDBG-CV FUNDED CONSTRUCTION SERVICES FOR TINY  
TOWN HOMELESS SHELTERS PROJECT  
ADDENDUM NO. 4  
PROJECT NO. 26-03-01ITB**

Addendum No. 4 dated this 30<sup>th</sup> day of January 2026.

*Cindy Talamantez*

Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidder's Receipt of Addendum No. 4 by:

Signature: 

Company: Stellar Development Inc.

Date: February 13, 2026

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

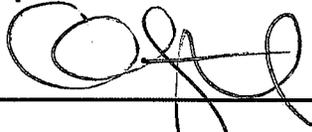
Addendum No. 5 dated this 2<sup>nd</sup> day of February 2026.

*Cindy Talamantez*

Cindy Talamantez, CPPO, CPFB, Purchasing Director

Bidder's Receipt of Addendum No. 5 by:

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



Company: Stellar Development Inc. \_\_\_\_\_

Date: February 13, 2026 \_\_\_\_\_

**DESOTO COUNTY  
CDBG-CV FUNDED CONSTRUCTION SERVICES FOR TINY  
TOWN HOMELESS SHELTERS PROJECT  
ADDENDUM NO. 6  
PROJECT NO. 26-03-01ITB**

Addendum No. 6 dated this 4<sup>th</sup> day of February 2026.

*Cindy Talamantez*

Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidder's Receipt of Addendum No. 6 by:

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

Company: Stellar Development Inc.

Date: February 13, 2026

Bid Bond

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

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

### SURETY:

(Name, legal status and principal place of business)

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

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

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

### OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

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

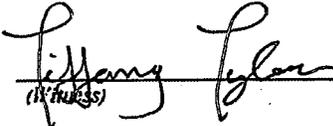
DeSoto County Community Development Block Grant Corona Virus Response Program (CDBG-CV)  
Construction Services for Tiny Town Homeless Shelter Project (Florida Commerce Agreement No. 22CV-S02), ITB 26-03-01

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

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

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

Signed and sealed this 6th day of February, 2026

  
\_\_\_\_\_  
(Principal)

Stellar Development Inc.

(Principal)

(Seal)

By:

(Title) MAURICE OPTICAL, PRESIDENT

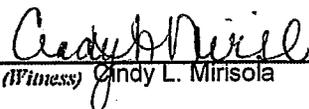
Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

By:

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

  
\_\_\_\_\_  
(Witness) Andy L. Mirisola



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

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

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

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



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

By: *Christopher Nolan*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

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

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

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



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

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

**CERTIFICATE**

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

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

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

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

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

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



*MJ Pethick*

Mary Jean Pethick  
Vice President

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

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**EXHIBIT D**  
**PERFORMANCE BOND**

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

**EXHIBIT E**  
**PUBLIC PAYMENT BOND**

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

**EXHIBIT F**  
**INSURANCE REQUIREMENTS**  
**CERTIFICATES OF INSURANCE**

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

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

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

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

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

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

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

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

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

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

#### WORKER'S COMPENSATION

State: Statutory

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

#### COMPREHENSIVE GENERAL LIABILITY

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

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

Comprehensive General Liability Insurance shall include:

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

#### COMPREHENSIVE AUTOMOBILE LIABILITY

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

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

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

**EXHIBIT G**  
**RELEASE AND AFFIDAVIT**

COUNTY OF \_\_\_\_\_  
STATE OF FLORIDA

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

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

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

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

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

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_ (signature of the executive officer)

Its: \_\_\_\_\_ (title of the executive officer)

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

WITNESSES:

\_\_\_\_\_

[Corporate Seal]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the

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

\_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires: \_\_\_\_\_  
(Signature of Notary)

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

**EXHIBIT H**  
**CHANGE ORDER FORM**

CHANGE ORDER NO. \_\_\_\_\_ DESOTO COUNTY PROJECT NO. \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_  
DeSoto County Project No. \_\_\_\_\_

Under our AGREEMENT dated \_\_\_\_\_.

\*\*\*\*\*

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE ADDITIVE or DEDUCTIVE Sum of:

\_\_\_\_\_ (\$ \_\_\_\_\_).

Original Agreement Amount \$ \_\_\_\_\_

Sum of Previous Changes \$ \_\_\_\_\_

This Change Order ADD/DEDUCT \$ \_\_\_\_\_

Present Agreement Amount \$ \_\_\_\_\_

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

Accepted: \_\_\_\_\_, 20\_\_\_\_.

DESOTO COUNTY, FLORIDA

CONTRACTOR

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

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

DESIGN PROFESSIONAL: By: \_\_\_\_\_ Consulting Engineer

**Exhibit I**  
**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

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

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

I Maurice Opstal (insert name) as President  
(insert title) on behalf of Stellar Development Inc. (insert entity name) under penalty of perjury hereby attest as follows:

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

*This Space Left Blank Intentionally*

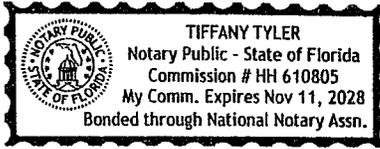
FURTHER AFFIANT SAYETH NOT.

FEBRUARY 13, 2026

*Maurice Opstal*  
(Affiant)

STATE OF FLORIDA  
COUNTY OF Sarasota

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



*Tiffany Tyler*  
Notary Public

Name (Printed) TIFFANY TYLER

My commission expires \_\_\_\_\_.

(Printed typed or stamped Commissioned name of Notary Public)

**Exhibit J**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT**

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

I \_\_\_\_\_ (insert name) as \_\_\_\_\_  
(insert title) on behalf of \_\_\_\_\_ (insert entity name)  
under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.

2. I certify that \_\_\_\_\_ (insert entity name) ("Vendor"):

- a. Is not owned by the government of a foreign country of concern;
- b. A government of a foreign country of concern does not have a controlling interest in Vendor; and
- c. Is not organized under the laws of nor have its principal place of business in a foreign country of concern.

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

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
Printed Name:  
Title: \_\_\_\_\_  
Nongovernmental entity: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

(Notary Seal)

