

**DESOTO COUNTY  
EMERGENCY CONSTRUCTION SERVICES  
FIRE STATION ONE**

**THIS CONTRACT** is made this \_\_\_\_ day of \_\_\_\_\_, 2025, between **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political subdivision of the State of Florida hereinafter referred to as ("COUNTY"), whose address is 201 East Oak Street, Arcadia, Florida 34266, and **SEMCO CONSTRUCTION, INCORPORATED**, a Corporation, authorized to do business in the State of Florida, hereinafter referred to as ("CONTRACTOR"), whose address is 205 Century Boulevard, Bartow, Florida 33830.

**WHEREAS**, the COUNTY has experienced issues related to the County facility known as Fire Station One which require emergency repairs; and

**WHEREAS**, as a result of the aforementioned conditions, the building has been vacated, and County staff has been displaced until such time as the repairs to the building can be fully effectuated; and

**WHEREAS**, due to the nature of the repairs and the displacement of the staff there is insufficient time to conduct a formal bid process; and

**WHEREAS**, the cost of the work to be performed is below the thresholds set forth in Section 255.20, Florida Statutes, providing that construction or improvements to public buildings or structures be competitively awarded, and therefore does not apply; and

**WHEREAS**, Section 16 of the County's Procurement Policy authorizes the County Administrator to make emergency procurements when there exists a threat to public health, welfare, property, safety or other substantial loss to the County under emergency conditions;

**WHEREAS**, in accordance with the County's Procurement Policy, a written determination for the basis of the emergency and recommendation of a contractor has been prepared; and

**WHEREAS**, the COUNTY desires to retain the CONTRACTOR for the emergency repairs and requested a proposal from the CONTRACTOR; and

**WHEREAS**, the specific duties and requirements for the project are described in the Proposal attached hereto as Exhibit "A" and in the associated Plan Set, which is incorporated herein by reference and maintained on file with the COUNTY; and

**WHEREAS**, the CONTRACTOR desires to provide such services in accordance

with the Proposal and Plan Set and represents that it has the qualifications, experience, staff, and resources necessary to perform the work; and

**WHEREAS**, the COUNTY, in accordance with Florida law and County policy, has determined that awarding this Contract to the CONTRACTOR is in the best interest of the COUNTY; and

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

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

**SECTION 2. ENGAGEMENT OF CONTRACTOR.** The COUNTY hereby agrees to engage CONTRACTOR, and CONTRACTOR hereby agrees to provide all materials, labor, equipment and services necessary to perform the services described in Exhibit “A” in accordance with the Plan Set described therein (hereinafter the “Work,” “Services” or “Project”), and be subject to all of the terms and conditions set forth in the Contract Documents.

**SECTION 3. THE COUNTY’S RESPONSIBILITY.** Except as provided in the Plan Set, the COUNTY’S responsibility are as follows:

- A. To provide, at the request of CONTRACTOR, existing data, plans reports, and other information in the COUNTY’S possession or under the COUNTY’S control which are necessary for the execution of the duties of the CONTRACTOR under this Contract; and to provide full information regarding requirements of the Contract, including objectives, budget constraints, criteria and other requirements that exist at the time of signing of this Contract or which may develop during the execution of this Contract.
- B. To give prompt written notice to CONTRACTOR if the COUNTY observes or otherwise becomes aware of any fault or defect in the Plan Set or non-conformance with the Contract requirements as stated herein.
- C. To furnish required information, services, render approvals, and decisions as expeditiously as necessary for the orderly progress of CONTRACTOR’S Services.

- D. The COUNTY hereby designates the DeSoto County Facilities Director as Project Manager to act on the COUNTY'S behalf with respect to the Services. The Project Manager shall have authority to transmit instructions, receive information, interpret and define COUNTY policies and decisions with respect to materials, elements and systems pertinent to CONTRACTOR'S Services.
- E. COUNTY'S Right to Carry Out the Work. If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents with due diligence and fails to provide a schedule of repairs/corrections and commence the repairs/corrections within a reasonable period of time, to be determined by the COUNTY in its sole discretion, after receipt of written notice from the COUNTY, the COUNTY may after such period of time, without prejudice to other remedies the COUNTY may have, withhold progress payments until the CONTRACTOR substantially completes the repairs and corrections cited in the COUNTY'S notice. If the CONTRACTOR fails to substantially complete the repairs, the COUNTY may contract with another contractor for the necessary repairs. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such amounts due to the COUNTY'S alternative contractor, the CONTRACTOR shall pay the difference to the COUNTY. The CONTRACTOR's failure to timely and substantially complete the repairs and corrections may, at the COUNTY'S sole discretion, be a reasonable basis for the COUNTY to terminate the Contract.

#### **SECTION 4. THE CONTRACTOR'S RESPONSIBILITY.**

The CONTRACTOR'S duties and responsibilities are as follows:

- A. The furnishing of all services, labor, material, equipment, tools, machinery, utilities, insurance and supplies necessary to perform the complete emergency repair Services for Desoto County Fire Station One. The Work shall be performed in accordance with specifications, terms and conditions of this Contract, which are more particularly described in Exhibit "A" and the Plan Set.

- B. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Services. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of described Services, unless otherwise provided in the Proposal. CONTRACTOR shall be responsible to see that the finished Work complies strictly with the Contract Documents.
- C. The CONTRACTOR shall solely and without qualification be responsible for all methods and results, for use of equipment and personnel, for the safety of its employees and other persons, for the protection of public and private property, and for the compliance with all Local, State and Federal laws and regulations in performance of the Work under this Contract. The COUNTY shall have no right to hire or fire, nor any power of supervision over the Services, nor over use of equipment of personnel unless otherwise provided in the Contract Documents, nor the CONTRACTOR'S compliance with Local, State and Federal laws and regulations in performance of the Work under this Contract.

#### **SECTION 5. TIME OF PERFORMANCE.**

The CONTRACTOR agrees to commence work in accordance with the dates outlined in the Notice to Proceed issued by the COUNTY. Work must begin no later than ten (10) calendar days after the issuance of a Notice to Proceed, unless otherwise specified by the COUNTY. The CONTRACTOR shall achieve Final Completion no later than **September 30, 2025**, subject to any authorized extensions provided by the COUNTY in writing. As used herein, Final Completion is the complete performance of all of the Work required in accordance with the Contract Documents.

All representations, warranties, guarantees, indemnifications, and continuing obligations of the CONTRACTOR made in, required by, or arising from this Contract shall survive final payment, completion, or termination of this Contract.

#### **SECTION 6. LIQUIDATED DAMAGES FOR DELAYS.**

If material is not provided or Work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (if

being impossible to determine the actual damages occasioned by the delay) the CONTRACTOR shall provide to the COUNTY **TWO HUNDRED FIFTY DOLLARS (\$250.00)** as fixed, agreed and liquidated damages for each calendar day of delay after the scheduled Final Completion date stated in the Notice to Proceed or Contract amendment if any.

#### **SECTION 7. COMPENSATION.**

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

- A. The COUNTY shall pay the CONTRACTOR a total amount not to exceed Two Hundred Fifty-Four Thousand Eighty-Two Dollars and Zero Cents (\$254,082.00) for the completion of the Work set forth in Exhibit "A", which amount represents Work performed for Option B - HVAC Work for a lump sum amount of \$220,743.00 and Building Repairs - Immediate Needs for a lump sum amount of \$33,339.00. The CONTRACTOR may submit invoices on a monthly basis for work completed and approved during the preceding month. Any other changes or additions to the scope of work shall require a written Change Order executed in accordance with the terms of this Contract.
- B. CONTRACTOR shall prepare and submit to the Board of County Commissioners for approval, invoices for the services rendered under this Contract. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the Work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The COUNTY reserves the right to withhold payment to CONTRACTOR for failure to perform the Work in accordance with the provisions of this Contract and the COUNTY shall promptly notify CONTRACTOR if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- C. Notwithstanding any language in the Contract Documents to the contrary, a five percent (5%) retainage shall be withheld from each payment. However,

the COUNTY may still withhold amounts representing the Work, which the COUNTY deems incomplete or inconsistent with the Contract Documents or unsatisfactory, or the amount of any unsettled claims or withhold amounts set forth herein, and as set forth in Sections 218.735 and 255.078, Florida Statutes.

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

#### **SECTION 8. DOCUMENTS.**

The documents which comprise this Contract between the COUNTY and CONTRACTOR are attached hereto and made a part hereof and consist of the following (collectively hereinafter referred to as the "Contract Documents" or the "Contract"):

- A. **This Contract;**
- B. **Contractor's Proposal and Forms attached hereto as Exhibit "A";**
- C. **Plan Set, incorporated by reference; and**
- D. **General Terms and Conditions attached hereto as Exhibit "B".**

#### **SECTION 9. GENERAL CONSIDERATIONS.**

- A. Subcontractors. If CONTRACTOR subcontracts any of the Work required under this Contract, CONTRACTOR agrees to include in the Subcontract that the Subcontractor is bound by the terms and conditions of this Contract with the COUNTY. CONTRACTOR further agrees to include in the Subcontracts, that the Subcontractor shall hold the COUNTY and CONTRACTOR harmless against all claims of whatever nature by Subcontractor's performance of Work under this Contract.
- B. Public Records. CONTRACTOR shall allow public access to all documents, reports, papers, letters or other materials, subject to the provision of Chapter 119, Florida Statutes, prepared or received by CONTRACTOR in conjunction with this Contract.

- C. Equal Employment and Non-Discrimination. In connection with the Work to be performed under this Contract, CONTRACTOR agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity Statutes and Regulations.
- D. Contract Assurance. The CONTRACTOR or Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract.
- E. Licenses and Certifications. The CONTRACTOR shall be properly certified and licensed; financially solvent; experienced in and competent to perform the required Work;

#### **SECTION 10. PROHIBITION AGAINST CONTINGENCY FEES.**

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

#### **SECTION 11. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT.**

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

#### **SECTION 12. INSURANCE.**

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

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

**WORKERS' COMPENSATION:**

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$3,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.

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

Contractor shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$6,000,000. Products and completed operations aggregate shall be \$6,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x. c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

**COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:**

Contractor shall maintain automobile liability insurance with a limit of not less than \$3,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

**EVIDENCE OF INSURANCE:**

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$3,000,000 Combined Single Limits, or to the



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

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

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

- B. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policies of insurance so required of CONTRACTOR, except workers compensation insurance, shall be endorsed to include as additional insureds; the COUNTY, its officers, employees and agents
- C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the COUNTY, licensed to do business in the State of Florida and with a resident agent designated for the services of process. All insurers shall have an "A" policyholder's rating and a financial rating of at

least Class IX in accordance with the most current Best's rating. CONTRACTOR shall provide the COUNTY with financial information concerning any self-insurance funds insuring CONTRACTOR. At the COUNTY'S option, a Best's rating or Self-Insurance Fund financial information may be waived.

### **SECTION 13. TERMINATION OF CONTRACT FOR DEFAULT.**

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

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

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

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

#### **SECTION 14. TERMINATION FOR CONVENIENCE.**

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

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

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

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

The COUNTY shall pay the CONTRACTOR under the following conditions:

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

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

**SECTION 15. CONTROLLING LAW.**

- A. This Contract is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Contract shall be in DeSoto County, Florida.
- B. Should litigation be necessary to enforce any term or provision of this Contract, or to collect any portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party.

**SECTION 16. SUCCESSORS AND ASSIGNS.**

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

**SECTION 17. EXTENT OF CONTRACT.**

- A. This Contract represents the entire and integrated agreement between the COUNTY and CONTRACTOR and supersedes all prior negotiations, representations or Contracts, either written or oral.
- B. This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument and in accordance with County Policies.

**SECTION 18. INDEMNIFICATION OF THE COUNTY.**

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

acknowledges the receipt of such good and valuable consideration provided by the COUNTY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract. Compliance with any insurance requirements required elsewhere within this Contract shall not relive CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the COUNTY as set forth in this article of the Contract.

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

#### **SECTION 19. CORRECTION OF WORK.**

- A. If, within one year after the date of Final Completion of the Work or designated portion thereof, or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, whichever is later, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly, in a technically appropriate time period, after receipt of written notice from the County unless the County has previously given the Contractor a written acceptance of such condition. The one-year period shall be extended with respect to portions of Work first performed after Final Completion by the period of time between Final Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract and shall be in addition to the warranty provisions of this Contract. The County or Consultant shall give such written notice after discovery of the condition.
- B. The Contractor shall remove from the Project site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the County.
- C. If the Contractor fails to correct nonconforming Work within a reasonable time, the County may correct it in accordance with the COUNTY'S Right to Carry Out the Work provision of this Contract. If the Contractor does not

proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Consultant or Project Manager, the COUNTY may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the COUNTY may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Consultant's services and expenses made necessary thereby. If such proceeds of sale do not cover costs, which the Contractor should have borne, the Contract Price shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the COUNTY.

- D. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the COUNTY or Separate Contractors caused by the Contractor's failure to correct or remove of Work that is not in accordance with the requirements of the Contract Documents.
- E. Nothing contained in this provision shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. The one-year period in this provision, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

#### **SECTION 20. WARRANTY.**

- A. The Contractor warrants to the COUNTY and Consultant for one (1) year from the date Final Completion is achieved for the Work that materials and

equipment furnished under the Contract will be of good quality and new unless otherwise expressly required or permitted by the Contract Documents; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the COUNTY'S name and for its sole benefit and Contractor shall transfer any and all manufacturers' warranties and documents to COUNTY.

- B. During the course of performing the Work and during the Contractor's warranty period, Contractor shall obtain all required inspections or other required documentation by the suppliers and Manufacturers' representatives for equipment and supplies, in order to ensure that all Manufacturer warranties will be honored throughout the Manufacturer's entire warranty period.
- C. The Warranty obligations set forth in this Contract shall survive completion and Final Payment and expiration or termination of this Contract for the Work performed to the date of termination or expiration.
- D. To the extent that defects and deficiencies in Contractor's Work are discovered after Final Completion, COUNTY is entitled to recover damages from Contractor and Surety for all losses sustained by COUNTY, or for which COUNTY is responsible, as a result of the defects and deficiencies.

#### **SECTION 21. BOND REQUIREMENTS.**

As required by Section 255.05, Florida Statutes, before commencing Work or before recommencing the Work after a default or abandonment, the Contractor shall execute and record in the public records of DeSoto County, a payment and performance bond with a surety insurer authorized to do business in this state as surety. The public construction bond required herein must be issued by an A rated Surety Company doing business in the State of Florida. The required bond shall be in a form that complies with

state statutes as a guarantee for the faithful performance of the Contract and the payment of all obligations arising thereunder. The construction bond shall be in an amount at least equal to the contract price. This contract is subject to the provisions of Section 255.05, Florida Statutes, which are incorporated herein. If change orders render the contract more than ten (10%) percent higher than the bond amount, the Contractor shall increase the bond amount to cover the entire difference.

#### **SECTION 22. INDEPENDENT CONTRACTOR.**

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

#### **SECTION 23. SEVERABILITY.**

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

#### **SECTION 24. NOTICES.**

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



its address stated herein.

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

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

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

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

By: \_\_\_\_\_  
J.C. Deriso  
Chairman

BoCC Approved: \_\_\_\_\_

Approved as to form and  
Legal sufficiency:

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

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

WITNESSES:

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

**SEMCO CONSTRUCTION, INCORPORATED**

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

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

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

## Exhibit “A”

## PROPOSAL

June 5, 2025  
Cindy Talamantez  
DeSoto County BOCC  
201 E. Oak St., Suite 203  
Arcadia, FL 3426  
[c.talamantez@desotobocc.com](mailto:c.talamantez@desotobocc.com)

### RE: Fire Station 1 – HVAC and Building Repairs

SEMCO Construction, Inc. is pleased to quote the following construction services for modifications to the HVAC system at Fire Station 1, 25 E Cypress St, Arcadia. Work is based on drawings by Pyramid Engineering dated May 14, 2025, sheets A1.0, M1.0, M2.0, M2.1, M3.0, and Nova Engineering Report dated April 15, 2025.

HVAC Work (Option B on drawings) - NOTE: This option moves the AHUs to a more suitable location for future 2<sup>nd</sup> floor buildout. This is the recommended option.

- Provide and install (4) new AHU's.
- 3 of the 4 new units to be relocated next to existing unit on open mezzanine.
- Relocate electrical to new units.
- Add new openings through deck and sleeping quarters wall for new duct.
- Existing condensers to remain.
- Provide and install (2) exhaust and (1) intake fan.
- Existing sheet metal ductwork will be wrapped with external insulation.
- Provide and install flexible ducts to Return air grilles and diffusers.
- Add new controls.
- Controls will be 7-day programmable thermostats.
- Control wiring shall be free wired.
- Condensate drain to be schedule 40 PVC and ran to nearest existing drain.
- Connect to existing condensate drain.
- Perform an independent test and balance.

### LUMP SUM HVAC Work: \$220,743.00

Building Repairs (immediate need items per Nova Engineering report)

- Seal voids at mezzanine to roof transitions along the underside.
- Remove and replace deteriorated foam inserts along the underside of the mezzanine at wall to soffit transitions.
- Add new cast in place concrete deck on existing metal deck and bar joists.
- New concrete to 3000 PSI, fiber reinforced.
- Replace damaged liner covering insulation throughout attic interstitial space.
- Seal perimeter between steel framing and metal wall panels from conditioned space to attic space.
- Adjust hollow core metal doors and provide additional weather protection to reduce gaps at threshold and framing transitions.

### LUMP SUM Building Repairs-Immediate Need: \$33,339.00

**Summary of Costs:**

HVAC Work (Option B on Drawings)	\$ 220,743.00
Repairs-Immediate Need	\$ 33,339.00
Total Recommended	<u>\$ 254,082.00</u>

**CLARIFICATIONS**

- All work to be done during normal business hours.
- Performance and Payment Bond is included.
- This proposal does not include any costs associated with permitting. Permitting includes any engineered drawings, application fees, plan review fees, agency fees, plan development costs, etc. The scope of work contained in this proposal are the actual construction costs only. If permitting required, SEMCO will submit a separate proposal for those costs prior to moving forward with the permitting process.

We appreciate the opportunity to quote this and any other future projects. If you have any questions, please do not hesitate to contact me.

Submitted by:  
Mac McMillen  
Executive Vice President  
250009-2

## QUALIFICATIONS STATEMENT

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

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

CIRCLE ONE

SUBMITTED BY: SEMCO Construction, Inc.

Corporation

NAME: Jennifer Hall

Partnership

ADDRESS: 205 Century Blvd., Bartow, FL 33830

Individual

PRINCIPAL OFFICE: 205 Century Blvd., Bartow, FL 33830

Joint Venture

Other

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

The correct name of the Offeror is: SEMCO Construction, Inc.

The address of the principal place of business is: 205 Century Blvd, Bartow, FL 33830

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

- a. Date of Incorporation: 1975
- b. State of Incorporation: Floirda
- c. President's name: Carl E. Locke, Jr.
- d. Vice President's name: Jennifer Hall / Mac McMillen
- e. Secretary's name: Shane Locke
- f. Treasurer: Shane Locke
- g. Name and address of Resident Agent: Carl E. Locke, Jr., 205 Century Blvd., Bartow, FL 33830

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?

40+

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

Steel Erection and Maintenance Company

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.

CGC040492

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

Yes ☒ X \_\_\_\_\_

No \_\_\_\_\_

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

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

No

11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

No

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

COMPANY NAME	CONTACT	ADDRESS	
School District of Osceola County	Seth Mikell	Osceola County - Districtwide	Email Seth.Mikell@oscaolaschools.net
			Telephone 407-518-2964 ext. 65417
Hardee County Board of County Commissioners	Christopher Simpron	900 Summit St. E Wauchula, FL 33873	Email Christopher.simpron@hardeecounty.net
			Telephone 863-773-3272
City of Winter Haven	Troy Heidel	2073 US Hwy 92 W Winter Haven, FL 33883	Email theidel@mywinterhaven.com
			Telephone 863-298-4551

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

Carl E.Locke, Jr. - Project Executive (see attached resume)

Mac McMillen - Project Manager (see attached resume)

Jennifer Hall - Contract Administrator (see attached resume)

Matt Spaker - Jobsite Superintendent (see attached resume)



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

Mac McMillen - Project Manager / Matt Spaker - Jobsite Superintendent

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

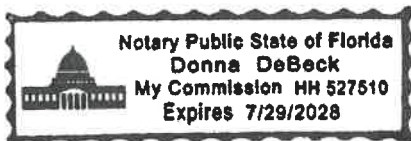
State of Florida  
County of Polk

On this the 5<sup>th</sup> day of June, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared Jennifer Hall 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:



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

X Personally known to me, or

       Produced identification:

       DID take the oath, or

X DID NOT take the oath.



## Carl "Ed" Locke, Jr.

President

### Job Assignment

Preconstruction Phase:	10%
Construction Phase:	10%

### Experience

45+ Years Experience  
40+ Years with SEMCO

### Education

*Master's Building Construction*  
University of Florida

*Bachelor's Building Construction*  
University of Florida

### Registrations & Certifications

*General Contractor License*  
#CGC040492

*Roofing Contractor License*  
#CCC056927

### Project Executive

As Project Executive, Ed will work with the entire project team from Pre-Construction Services through Project Closeout. Ed will have oversight on GMP development, schedule development, quality control, and will perform a pre-punch list inspection of the project to ensure quality assurance.

### Experience and Qualifications

#### School District of Osceola County—Secure Lobbies @ (17) Schools

*Districtwide, Osceola County*

*\$2.8million*

SEMCO provided Design and Construction Management Services to convert school entrances to "Single Point" Entries at (17) schools. Work was substantially complete in (60) calendar days over the Summer break.

#### Hardee County Jail HVAC Replacement

*Wauchula, FL*

*\$1.9million*

This project consisted of replacement of (2) existing cooling towers, new piping and chilled water supply to replace the existing chiller system at the operating jail. All work was completed with no disruptions to inmates or staff.

#### Haines City 7-Acre Park Soccer Complex

*Haines City, FL*

*\$ 2.2million*

Demolition of existing pine tree area, excavation of storm water ponds, construction of certified-turf soccer field and (2) parking lots. SEMCO also designed and constructed a restroom facility.

#### Haines City Myers & Wiley Field Concession and Restroom Buildings

*Haines City, FL*

*\$1.3million*

Design and construction of new Concession building and Restroom building, with associated sitework and utilities. Concession building has meeting room, field storage, and complete kitchen for storing, preparing, and serving.

#### Stan Weaver Facility Expansion

*Tampa, FL*

*\$2.8million*

Design-Build of new 14,337SF warehouse complex including all sitework and utilities, dock-height warehouse building with sprinkler system, interior build-out for office, breakroom, and restrooms.



## Mac McMillen

Executive Vice President

### Job Assignment

Preconstruction Phase:	25%
Construction Phase:	25%

### Experience

45+ Years Experience  
40+ Years with SEMCO

### Project Manager

As Project Manager, Mac will work with the Superintendent to ensure the project schedule is maintained and quality is upheld. Mac is an excellent trouble shooter and his commitment to excellence helps guarantee that all SEMCO projects are completed to the Owner's total satisfaction. His responsibilities will include conducting project coordination meetings, submittal review, punchlist inspections, and final closeout documents.

### Experience and Qualifications

#### School District of Osceola County—Secure Lobbies @ (17) Schools

*Districtwide, Osceola County*

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#### Haines City Myers & Wiley Field Concession and Restroom Buildings

*Haines City, FL*

*\$1.3million*

Design and construction of new Concession building and Restroom building, with associated sitework and utilities. Concession building has meeting room, field storage, and complete kitchen for storing, preparing, and serving.

#### Polk County South County Jail—Inmate Booths and Infirmary Modifications

*Frostproof, FL*

*\$535,000*

While maintaining all activities at the jail, work completed consisted of demolition of (12) existing visitation booths and installing (10) private Video Visitation booths and (1) ADA Video Visitation booth. SEMCO also completed modifications to Infirmary Cells to add security cameras and a raised platform officer station for enhanced observation and security.



## Jennifer Hall

Executive Vice President

### Job Assignment

Preconstruction Phase:	50%
Construction Phase:	25%

### Experience

30+ Years Experience  
30+ Years with SEMCO

### Education

*Master's Business Administration*  
Warner University

*Bachelor's Business Administration*  
University of South Florida

### Registrations & Certifications

*General Contractor License*  
#CGC1524510

## Contract Administrator/Precon Manager

As Contract Administrator, Jennifer will be the Primary Point of Contact and will work with the entire project team from Pre-Construction Services through Project Closeout. Jennifer has administered contracts for over \$50 million of construction projects. During Pre-construction, Jennifer will work with the team to provide complete pre-construction services. This includes creation of project scopes and bid packages, schedule development, value engineering, and constructability analysis, as well as final GMP development.

### Experience and Qualifications

#### School District of Osceola County—Secure Lobbies @ (17) Schools

*Districtwide, Osceola County*

*\$2.8million*

SEMCO provided Design and Construction Management Services to convert school entrances to "Single Point" Entries at (17) schools. Work was substantially complete in (60) calendar days over the Summer break.

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#### Haines City Myers & Wiley Field Concession and Restroom Buildings

*Haines City, FL*

*\$ 1.3million*

Design and construction of new Concession building and Restroom building, with associated sitework and utilities. Concession building has meeting room, field storage, and complete kitchen for storing, preparing, and serving.

#### DeSoto County Mills Building Renovations

*Arcadia, FL*

*\$3.3million*

Renovations to existing building to create new office/medical space for the DeSoto County Health Department, Property Appraiser's Office, and Tax Collector. Work includes demolition, new framing/drywall, restroom renovations, all interior finishes, HVAC upgrades, fire sprinklers, and new electrical. Exterior work consists of new fire line to building and parking lot improvements.



## Matt Spaker

Superintendent

### Job Assignment

Preconstruction Phase:	10%
Construction Phase:	100%

### Experience

20+ Years Experience  
15+ Years with SEMCO

### Superintendent

As Superintendent, Matt's primary role will be the day-to-day supervision of the construction phase. This includes coordinating the work of all trades to ensure adherence to the project schedule, inspecting the work to ensure all specifications are met, scheduling all materials testing, maintaining quality control and keeping daily job logs and photos. Matt will also work with our Safety Director to provide Site Specific safety training to all on-site personnel.

### Experience and Qualifications

#### School District of Osceola County—Secure Lobbies @ (17)

##### Schools

*Districtwide, Osceola County*

*\$2.8million*

SEMCO provided Design and Construction Management Services to convert school entrances to "Single Point" Entries at (17) schools. Work was substantially complete in (60) calendar days over the Summer break.

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#### Arcadia Municipal Airport Security Upgrades

*Arcadia, FL*

*\$341,400*

Security Improvements which included the construction of security gate openers at four (4) existing entrance gate locations. Scope included furnishing all gate and fence materials, concrete maintenance slabs, all electrical and associated work for each gate location. Cameras and remote entry access were installed at two(2) gates.

## HOLD HARMLESS

Contractor/Consultants shall indemnify and hold harmless the County, and the County's officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor/Consultant and other persons employed by or utilized by Contractor/Consultant in their performance under this Agreement.

Type of Organization (Please Check One): ☐ Individual Ownership ☐ Joint Venture

☐ Partnership ☒ Corporation

Name of Bidding Firm:

SEMCO Construction, Inc.

Mailing Address:

205 Century Blvd., Bartow, FL 33830

Location Address:

205 Century Blvd.

City & State: Bartow, Florida ZIP: 33830

Telephone: 863-533-7193 Fax Number: 863-533-3376

Name/Title of person authorized to bind the Company: Jennifer Hall/Vice President

Signature of person authorized to bind the Company: 

Date: 6-5-25



## DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that SEMCO Construction, Inc. (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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



Dated: \_\_\_\_\_

6-5-25

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

STATE OF FLORIDA  
COUNTY OF POLK

BEFORE ME, the undersigned authority, appeared Jennifer Hall,  
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 Executive Vice President of  
SEMCO Construction, Inc. (the  
"Contractor/Consultant/Vendor").

4. I am authorized by SEMCO Construction, Inc. to make this  
Affidavit on behalf of Contractor/Consultant/Vendor.

5. Contractor/Consultant/Vendor acknowledges that Section 448.09, Florida  
Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for  
private or public employment, an alien who is not duly authorized to work in the United  
States.

6. Contractor/Consultant/Vendor acknowledges that Section 448.095, Florida  
Statutes, prohibits public employers, contractors, and subcontractors from entering into a  
contract unless each party to the contract registers and uses E-Verify.

7. Contractor/Consultant/Vendor is in compliance with the requirements of  
Sections 448.09 and 448.095, Florida Statutes.

8. Contractor/Consultant/Vendor understands it shall remain in compliance  
with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term  
of any contract with DeSoto County.

9. Contractor/Consultant/Vendor's subcontractors are in compliance with the  
requirements of Sections 448.09 and 448.095, Florida Statutes.

10. Contractor/Consultant/Vendor shall ensure compliance with the  
requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its  
subcontractors.



11. Neither the Contractor/Consultant/Vendor, nor any subcontractor of Contractor/Consultant/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.

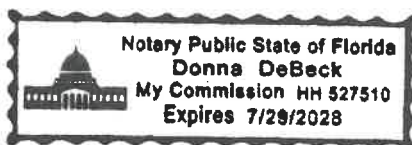
12. If the Contractor/Consultant/Vendor, or any subcontractor of Contractor/Consultant/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with DeSoto County, it shall provide immediate notice thereof to DeSoto County.


  
\_\_\_\_\_  
Signature of Affiant  
on behalf of Contractor/Vendor

By: Jennifer Hall  
As its: Executive Vice President  
Dated: 6-5-25

STATE OF FLORIDA  
COUNTY OF POLK

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 5<sup>th</sup> day of June, 2025, by Jennifer Hall, on behalf of SEMCO Construction, Inc., who is personally known to me or who has produced N/A as identification.



  
\_\_\_\_\_  
Print Name: Donna DeBeck  
Notary Public of the State of Florida

My Commission Expires: July 29, 2028

**SWORN STATEMENT UNDER SECTION 287.133(3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

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

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

1. The business address of SEMCO Construction, Inc.  
[Name of firm]

is 205 Century Blvd., Bartow, FL 33830

2. My relationship to SEMCO Construction, Inc.  
[Name of firm]

is Executive Vice President  
[Relationship, such as sole proprietor, partner, president, vice president]

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

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

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

6. Neither the firm nor any officer, director, executive, partner, shareholder, employee,

member or agent who is active in the management of the firm nor any affiliate of the firm has been convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

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

  
SIGNATURE

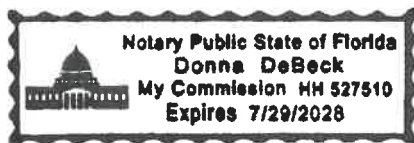
State of Florida

County of Polk

On this the 5<sup>th</sup> day of June, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared Jennifer Hall 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:



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

X Personally known to me, or

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

\_\_\_\_ DID take the oath, or

X DID NOT take the oath.

## NON-COLLUSION AFFIDAVIT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any DeSoto County, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any DeSoto County, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

County employees may not contract with the County through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the County subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the County Procurement Policy.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.

### AFFIDAVIT

STATE OF FLORIDA, COUNTY OF POLK

**BEFORE ME, the undersigned authority, personally came and appeared,**  
Jennifer Hall, who after being duly sworn, deposed and  
said that he is the fully authorized Vice President of  
SEMCO Construction, Inc.

(hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

AFFIANT  
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 5<sup>th</sup> DAY OF  
June, 2025. NOTARY PUBLIC

AFFIANT

Company Name: SEMCO Construction, Inc.

Address: 205 Century Blvd.,

Phone Number: 863-533-7193

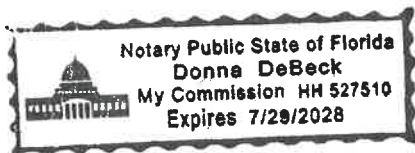
Signature: 

NON-COLLUSION AFFIDAVIT IN THE STATE OF  
FLORIDA IN THE COUNTY OF  
POLK Jennifer Hall being first duly sworn, on oath, says that

the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2025 NOTARY PUBLIC in and for the State of Florida

Signature 

Seal



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

Before me, the undersigned authority, personally appeared Jennifer Hall  
\_\_\_\_\_, whom after being duly sworn, deposes and states:  
(Affiant)

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

2. I am an officer or representative with SEMCO Construction, Inc., a non-governmental entity. I am authorized to provide this affidavit on behalf of SEMCO Construction, Inc.

3. The non-governmental entity, SEMCO Construction, Inc. does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

June 5, 2025

  
(Affiant)

STATE OF FLORIDA  
COUNTY OF POLK

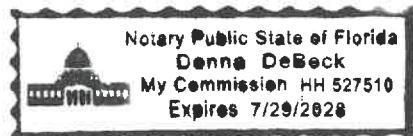
Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this June 5th, 2025 by Jennifer Hall  
\_\_\_\_\_ on behalf of SEMCO Construction, Inc.

X, who is personally known to me or has produced N/A  
\_\_\_\_\_ as identification.

  
Notary Public  
Name (Printed) Donna DeBeck

My commission expires July 29, 2028

(Printed typed or stamped Commissioned name of Notary Public)





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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



**LICENSE NUMBER: CGC040492**

**EXPIRATION DATE: AUGUST 31, 2026**

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



ISSUED: 08/14/2024

Do not alter this document in any form.

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Baldwin Group Southeast LLC 1115 Bartow Rd Lakeland FL 33801	<b>CONTACT</b> NAME: Angel McGhee PHONE (A/C, No, Ext): 863-686-2113 FAX (A/C, No): 863-682-6292 E-MAIL: Angel.McGhee@Baldwin.com ADDRESS: Angel.McGhee@Baldwin.com														
License#: L002281 SEMCCON-01	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Hartford Casualty Insurance Co</td><td>29424</td></tr><tr><td>INSURER B : Westfield Insurance Company</td><td>24112</td></tr><tr><td>INSURER C : Travelers Property Casualty Co</td><td>25674</td></tr><tr><td>INSURER D : American Interstate Insurance</td><td>31895</td></tr><tr><td>INSURER E : Indian Harbor Insurance Compan</td><td>36940</td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance Co	29424	INSURER B : Westfield Insurance Company	24112	INSURER C : Travelers Property Casualty Co	25674	INSURER D : American Interstate Insurance	31895	INSURER E : Indian Harbor Insurance Compan	36940	INSURER F :	
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**COVERAGES****CERTIFICATE NUMBER:** 1829933330**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500 PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		21SBMZI5991	10/1/2024	10/1/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> PIP <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CMM5025462	10/1/2024	10/1/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>PIP</td><td>\$ 10,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	PIP	\$ 10,000				
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D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A	AVWCFL3309712024	10/1/2024	10/1/2025	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
B E B	Rented or Leased Equipment Professional/Pollution Liability Builders Risk Reporting Form		CMM5025462 PEC005848704 CMM5025462	10/1/2024 10/1/2024 10/1/2024	10/1/2025 10/1/2025 10/1/2025	<table><tr><td>\$300,000 Limit</td><td>\$500 Ded/1K Cranes</td></tr><tr><td>1MIL/1MIL</td><td>25K Ded/10K Ded</td></tr><tr><td>\$2,745,000 Limit</td><td>\$2,500 Deductible</td></tr></table>	\$300,000 Limit	\$500 Ded/1K Cranes	1MIL/1MIL	25K Ded/10K Ded	\$2,745,000 Limit	\$2,500 Deductible								
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

DeSoto County Development Department  
201 E. Oak St.  
Arcadia FL 34266

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Exhibit “B”

## **GENERAL CONDITIONS**

1. **ACCEPTANCE:** Items may be tested for compliance with specifications in the Contract Documents. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Any increase in cost for items not delivered as specified in the Contract Documents may be charged against the Contractor.
2. **AMENDMENTS:** No amendment, modification or supplement to the Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
3. **APPLICABLE LAW:** This Contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the Courts of the State of Florida.
4. **AS-BUILT DRAWINGS:** If the Contract Documents require as-built drawings, the Contractor must supply three sets of certified as-built drawings upon completion of the project at the Contractors' expense. All sets submitted to the County must be certified by a professionally licensed engineering firm authorized to do business in the State of Florida. All drawings, specifications, and copies thereof furnished by the County are the property of the County. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the County upon the completion of the work.
5. **ASSIGNMENT:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the County. Assignment or transfer of the resulting Contract without written consent of the County may be construed by the County as a breach of Contract sufficient to cancel this Contract at the discretion of the County.
6. **AVAILABILITY OF FUNDING:** Award of this Contract is contingent upon availability of funding. Furthermore, during the Contract period, if funding to finance all or part of the Project becomes unavailable, the County reserves the right to terminate such Contract after providing the Contractor no less than twenty-four (24) hours written notice. The County shall be the final authority as to the determination of availability of funding. The County agrees to reimburse the Contractor for any authorized goods or services provided prior to the Contractor's receipt of the aforesaid termination notice.
7. **RESERVED.**

8. **RESERVED.**
9. **CONTRACTOR OBLIGATIONS:** Contractor agrees to perform and complete the service described in the Contract Documents in accordance with the work requirements of this Contract and attached exhibits. Contractor shall furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the Contractor are essential to the satisfactory performance of the work. An experienced, qualified supervisor should have approximately two years of experience and one-year of supervisory experience doing the type of work requested under the Contract Documents. The County reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.
10. **COMPLETE AGREEMENT:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire Contract and there are no promises or understandings other than those stated herein, and that any prior negotiations between the County and Contractor or terms or conditions of sales set forth in the Contractor's quotation or order or sales acknowledgement shall not constitute a part of the Contract between the County and Contractor concerning this purchase. The term "Contract" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
11. **COMPLIANCE:** The submission of the Proposal attached as Exhibit "A" shall constitute an incontrovertible representation by the Contractor that the Contractor has complied with every requirement herein, and that without exception the proposal is premised upon performing the work required by the Contract Documents with such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
12. **COMPLIANCE WITH LAWS:** Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
13. **CONDITION:** It is understood and agreed that any item offered or shipped as a result of the Contract Documents shall be the latest model in current production and shall be of good quality, workmanship and material. All containers shall be suitable for storage or shipment; and all prices shall include standard commercial packaging.
14. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. The Contractor must disclose the name of any officer, director,

or agent who is also an employee of DeSoto County. Further, the Contractor must disclose the name of any DeSoto County employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Contractor's firm or any of its branches.

15. **CHANGE ORDERS:** A Change Order is a written order to the Contractor signed by the County or their authorized agent issued after the execution of the Contract, authorizing a change in the Project or the method or manner of performance, an adjustment in the Contract Price and/or Completion Date. Each adjustment in the Contract Price resulting from a Change Order shall require a revised Cost Breakdown signed by the County and the Contractor, resulting in the revised Contract Price upon acceptance of the Change Order.

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

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

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

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

The County has assigned the following authority levels for Change Order dollar amounts and Contract Time extensions. The County Administrator or Delegate may approve all Change Orders less than Twenty-Five Thousand dollars (\$25,000.00). All Change Orders which exceed Twenty-Five Thousand dollars

(\$25,000.00) require approval by the Board of County Commissioners. In cases where a change order requires board action, the review period is subject to the BOCC schedule.

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

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

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

- 16. DELAYS AND EXTENSION OF TIME:** The Contractor shall not be entitled to any claim for damages including loss of profits, loss of use, overhead expenses, equipment rental, etc., because of hindrances or delays for any cause whatsoever, but if occasioned by an act of God, or by any act or omission on the part of the County. County's agents or governmental agencies having jurisdiction, such act, hindrance or delay may entitle the Contractor to an extension of time in which to complete the work, which shall be determined by the County, provided that the Contractor will give written notice within two (2) weeks as provided herein of the cause of such act, hindrance, or delay. An extension of Contract Time shall be the Contractor's sole and exclusive remedy for all claims for delay, including delays attributable to breach of Contract or tort. However, the Contract Time will NOT be extended past the completion date stipulated in the County's Grant Agreement, if there is a Grant associated with the Work.

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

- 17. DIRECT PURCHASE:** The County reserves the right, at the County's sole option, to utilize the Purchasing Department's direct purchasing ordering system. Direct purchase orders may be issued for applicable supplies and equipment to be utilized in the County's Project in order to recover applicable sales tax on these purchase orders.
- 18. DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the DeSoto County Board of County Commissioners shall be final.

19. **CONFLICTS:** In the event of inconsistency between the Drawings and Specifications or within either the Drawings or Specifications not clarified by addendum, the better quality or the greater quantity of work shall be provided in accordance with the COUNTY'S interpretation.
20. **ERROR IN EXTENSION:** If the unit price and the extension price are at variance, the unit price shall prevail.
21. **E-VERIFY:** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Contractor during the term of this Contract in which the Contractor performs employment duties within Florida. This verification requirement extends to all persons, including subcontractors, utilized, hired, contracted or assigned by the

Contractor to perform work pursuant to this Contract.

**22. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** It is the responsibility of the Contractor to have:

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

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

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

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

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

**24. INCURRED COST:** DeSoto County is not liable for any cost incurred by the Contractor prior to execution of the Contract. Costs for developing a Proposal are entirely the obligation of the Contractor and shall not be chargeable in any manner to DeSoto County.

**25. INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless the County and all of County's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents

or employees in performance or non-performance of its obligations under the Contract. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract. Compliance with any insurance requirements required elsewhere within this Contract shall not relive Contractor of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Contract.

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

26. **INSPECTION:** All goods and services shall be subject to inspection and approval by the County at all reasonable times including inspection during manufacture. Inspection and approval by the County at Contractor's plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by the County shall be promptly repaired or replaced at Contractor's expense. Any and all costs incurred by the County in connection with the return of goods rejected by the County as defective shall be at Contractor's risk and expense.
27. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the Contractor will no way be cause for relief from responsibility.
28. **LICENSE/CERTIFICATIONS:** The Contractor will be required to secure, at its expense, the proper occupational license and/or any other license/certification required of the applicable service/work being performed. Proof of license and/or certification may be required upon request of the County. The Contractor shall fully comply with all state and federal laws, County procurement policies, ordinances and regulations in any manner affecting the performance of the work. The Contractor shall provide its occupation license number and expiration date.
29. **LIENS:** Before the final draw is payable, Contractor must furnish a sworn statement that all sums due for services, material or labor on the project have been paid in full. If the County receives any Notice to Owner on this Project, then in addition to the requirements set forth above, Contractor shall at the time of each draw furnish a partial waiver of lien from all subcontractors, material or labor providers, and at the time of the final draw shall furnish a final waiver of lien for each such subcontractor, material or labor provider; as a condition precedent to receiving any payment from the County. Contractor shall indemnify the County and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor,



services or materials furnished to this project; any failure of performance of Contractor under this Contract; or the negligence of the Contractor in the performance of its duties under this Contract, or any act or omission on part of the Contractor, his agents, employees, or servants.

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

**30. RESERVED.**

**31. LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Desoto County, Florida; or in the Federal Courts, wherein venue shall lie in the Central District in and for the State of Florida. The Contractor expressly waives venue in any other location.

**32. MISTAKES:** Contractor is expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at Contractor's risk.

**33. NON-EXCLUSIVE CONTRACT:** Award of this Contract shall impose no obligation on the County to utilize the Contractor for all work of this type, which may develop during the contract period. This is not an exclusive Contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.

**34. OPERATION DURING DISPUTE:** In the event the County has not cancelled the Contract in accordance with the terms of the Contract, and there remains a dispute with the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the Court.

**35. PAYMENT TERMS:** Contractor shall prepare and submit to the Board of County Commissioners for approval, invoices for the services rendered under this Contract. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act, found in Part VII, Ch. 218, Florida Statutes. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to Contractor for failure to perform the work in accordance with the provisions of this Contract and the County shall promptly notify Contractor if any invoice or report is found to be unacceptable and will specify the reasons.

**36. PUBLIC RECORDS REQUESTS:**

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 CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT THE DESOTO COUNTY ADMINISTRATION BUILDING, 201 EAST OAK STREET, ARCADIA, FLORIDA 34266 (863) 993-4800.

- A. Contractor must keep and maintain all public records required by the Agency in order to perform services under this Contract.
- B. Upon request from the Agency's custodian of public records, Contractor shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Agency.
- D. Upon completion of the Contract, Contractor shall transfer, at no cost, to the Agency all public records in the possession of the Contractor, or keep and maintain public records required by the Agency to perform the service under this Contract. If the Contractor transfers all public records to the Agency upon completion of the Contract, the Contractor [Consultant] shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor [Consultant] keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.

**37. RETAINAGE:** The Contract retainage amount with respect to the progress payments shall be 5% unless otherwise stated in the Contract Documents. The County, at its sole discretion, may allow for a reduction of retainage dependent on work progress and status.

**38. RIGHT TO AUDIT RECORDS:** In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in

compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County. The Contractor shall retain all records for five (5) years.

39. **SAFETY AND PROTECTION:** The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
- A. All employees on the work site and other persons, who may be affected thereby,
  - B. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
  - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement on roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
  - D. The Contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
40. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
41. **STATEMENT RELATIVE TO PUBLIC ENTITY CRIMES:** The Contractor is directed to the Florida Public Entity Crime Act 287.133, Florida Statutes, and the County's requirement that the Contractor comply with it in all respects prior to and during the term of the Contract.
42. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from the Contractors personnel which are assigned by a person designated as authorized to bind the company will be recognized by the County as duly authorized expressions on behalf of the company.
43. **WARRANTY CLAUSE:** A warranty is a guarantee of the integrity of a product and of the manufacturers' responsibility for the repair or placement. All manufacturer warranties are to be transferred to the County before final acceptance.
44. **WORK HOURS:** In accordance with DeSoto County's Noise Ordinance 2011-11 work performed before 7:00 a.m. or after 10:00 p.m. is prohibited unless otherwise

approved in advance.

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