

BID SUBMITTAL

This Page and all following pages comprise your original Bid Submittal package. Solicitation forms should be submitted via paper if submitting a hard copy bid, or via web forms available on www.bidsync.com if submitting an electronic bid. Web forms require Bidders to use their www.bidsync.com password to submit, which serves as a signature from Bidder.

Please also attach any additional information or documentation requested in this Invitation to Bid Construction. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) via electronic submission at www.bidsync.com, or via hard copy at the City of Delray Beach City Hall Front Lobby Reception Desk, 100 N.W. 1st Avenue, Delray Beach, Florida 33444. Normal City business hours are 8:00 AM to 5:00 PM, Monday through Friday, except holidays. **All Bids will be publicly opened** at City Hall unless otherwise specified.

Each hard copy Bid submitted to the City shall have the following information clearly marked on the face of the envelope: Bidder's name, return address, ITBC number, due date for Bids, and the title of the Bid. Included in the package shall be one (1) hard copy original clearly identified as the "Original" that includes a signed original of the Solicitation Summary, one (1) duplicate hard copy, and one (1) electronic version of the Bid on a compact disc (CD) or a Universal Serial Bus (USB) drive in a usable PDF format. If the Solicitation Summary is not included in the package as a hard copy, the City may deem the Bid non-responsive. Bids must contain all information required to be included in the submittal, as described in this Solicitation.

Invitation to Bid No.: 2019-027

Title: SEACREST BLVD FROM NE 22ND STREET TO
GULFSTREAM BLVD

Due Date and Time: March 19, 2019 @ 2:00 PM local time

Rosso Site Development, Inc.

Name of Bidder

SECTION 4 PRICING SCHEDULE

4.1 PRICES AND RATES

The Bidder shall indicate, via www.BidSync.com, the firm and fixed prices and rates offered to the City for the work described in this Solicitation, including any Alternates.

4.2 COMPLETION

Bidder agrees that the work will be finally complete within 180 days from the date of Notice to Proceed, not including any extensions of time due to field order, change orders, or change directives.


Signature

3/19/2019

Date

Joseph A. Rosso III, Vice President

Printed Name and Title

There is no web form available on www.bidsync.com for this form. Please submit pricing via www.bidsync.com.

END OF SECTION 4

City of Delray Beach
ITBC No. 2019-027
Seacrest Blvd from NE 22nd Street to Gulfstream Blvd
Project No. 17-010 (16-095)

SECTION 5

MINIMUM QUALIFICATIONS

- 5.1 Each bidder shall submit the information and documentation requested below that confirms it meets the following qualification requirement(s).
- a. Bidder has previously provided satisfactory services for the type of work identified in this ITBC. **The City will conduct a due diligence survey of internal resources and Bidder's client references to verify this information. Submit up to five client references for whom Bidder has provided services similar to those specified in this ITBC, preferably within the past five years and for a government entity. Only client references that are agreeable to respond to a request from the City regarding Bidder's experience should be submitted. Each client reference should include the following:**
 - i. **Organization's Name**
 - ii. **Organization's Contact Name(s)**
 - iii. **Organization's Contact Email Address(s)**
 - iv. **Organization's Contact Telephone Number**
 - v. **Service/Project Location**
 - vi. **Service/Project Dates (start/end)**
 - vii. **Types of Work Performed (brief description)**
 - b. Bidder must hold a Florida State General Contractor's license, or a current certificate of competency issued by Palm Beach County Examining Board having jurisdiction over licensing of Contractors in the type of work involved in this contract. **Provide proof, in the form of a copy of license(s), that the Bidder is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent.**

END OF SECTION 5

City of Delray Beach
ITBC No. 2019-027
Seacrest Blvd from NE 22nd Street to Gulfstream Blvd
Project No. 17-010 (16-095)

SECTION 6 ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated 3/13/2019

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Rosso Site Development, Inc.

Firm Name


Signature

Joseph A. Rosso III, Vice President

Name and Title (Print or Type)

3/19/2019

Date

City of Delray Beach
ITBC No. 2019-027
Seacrest Blvd from NE 22nd Street to Gulfstream Blvd
Project No. 17-010 (16-095)

SECTION 7 BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Rosso Site Development, Inc.

Street Address:

1302 S J Street, Lake Worth, FL 33460

Mailing Address (if different than Street Address):


Telephone Number(s): 561-689-0889

Fax Number(s): 561-689-2851

Email Address: bsimpson@rossositedevelopment.com

Federal Employer Identification Number: 45-4460836

Prompt Payment Terms: ____ % ____ days' net ____ days *per FL statute*

Signature: 

(Signature of authorized agent)

Print Name: Joseph A. Rosso III

Title: Vice President

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID CONSTRUCTION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 8

AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

8.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the City if the Bidder is determined to be the lowest responsive and responsible Bidder.

- a. Bid Submittal Signature Page
- b. Acknowledgement of Addenda
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law
- f. Drug-Free Work Place
- g. Non-Collusion Affidavit
- h. FDOT Required Forms (Exhibit C)
NOTE: A form FHWA 1273 shall be submitted with Bidder's submittal for Prime Contractor and each subcontractor.
- i. Sample Performance Bond Format (if required, will be requested from bidder recommended for award) DO NOT COMPLETE
- j. Sample Payment Bond Format (if required, will be requested from bidder recommended for award) DO NOT COMPLETE
- k. Sample Letter of Credit Format (if required, will be requested from bidder recommended for award) DO NOT COMPLETE
- l. Solicitation Summary

City of Delray Beach
ITBC No. 2019-027
Seacrest Blvd from NE 22nd Street to Gulfstream Blvd
Project No. 17-010 (16-095)

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Bidders must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- ☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

Rosso Site Development, Inc.
Firm Name

Signature

Joseph A. Rosso III, Vice President
Name and Title (Print or Type)

3/19/2019
Date

City of Delray Beach
ITBC No. 2019-027
Seacrest Blvd from NE 22nd Street to Gulfstream Blvd
Project No. 17-010 (16-095)

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Rosso Site Development, Inc.

Firm Name



Signature

Joseph A. Rosso III, Vice President

Name and Title (Print or Type)

3/19/2019

Date

City of Delray Beach
ITBC No. 2019-027
Seacrest Blvd from NE 22nd Street to Gulfstream Blvd
Project No. 17-010 (16-095)

Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, *Florida Statutes*


Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. 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 City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

IF THE AWARDED BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDED BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

Acknowledged by:

Rosso Site Development, Inc.

Firm Name


Signature

Joseph A. Rosso III, Vice President

Name and Title (Print or Type)

3/19/2019

Date

DRUG-FREE WORKPLACE

Rosso Site Development, Inc. is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Rosso Site Development, Inc.

Firm Name


Signature

Joseph A. Rosso III, Vice President

Name and Title (Print or Type)

3/19/2019

Date

City of Delray Beach
ITBC No. 2019-027
Seacrest Blvd from NE 22nd Street to Gulfstream Blvd
Project No. 17-010 (16-095)

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Joseph A. Rosso III, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He / She is Vice President of Rosso Site Development, Inc., the Bidder that has submitted a Bid to perform work for the following:

ITBC No.: 2019-027 Title: Seacrest Blvd from NE 22nd Street to Gulfstream Blvd (913-27)

- b. He / She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

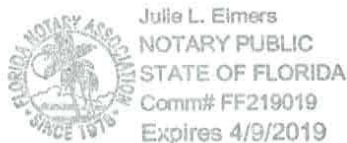
- c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

- d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.


Blair R. Simpson, Secretary
Signature

Subscribed and sworn to (or affirmed) before me this 19th day of March, 2019, by Blair Simpson, who is personally known to me or who has produced _____ as identification.

SEAL



Notary Signature Julie Eimers
Notary Name: Julie Eimers
Notary Public (State): FL
My Commission No: FF219019
Expires on: 04-09-2019

SECTION 11 SOLICITATION SUMMARY

The City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, FL 33444

PURCHASING DEPARTMENT

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the City determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the City reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for contract award.

BID INFORMATION

Bid Number: ITBC No. 2019-027

Title: SEACREST BLVD FROM NE 22ND STREET TO GULFSTREAM BLVD

Due Date and Time: March 19, 2019 @ 2:00PM EST

Name of Bidder: Rosso Site Development, Inc.

Address: 1302 S J Street, Lake Worth, FL 33460

Contact Person: Joseph A. Rosso III, Vice President

Bid Amount: \$ 1,935,826.76

Authorized Signature:  Joseph A. Rosso III, Vice President

Date: 3/19/2019

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the City of Delray Beach.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY IN THE SEALED PACKAGE CONTAINING YOUR BID OR SIGNED AND INCLUDED WITH YOUR SECURE ELECTRONIC BID SUBMITTAL THROUGH WWW.BIDSYNC.COM.

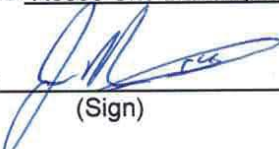
BUY AMERICA CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLIANCE

COMPLIANCE

The bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name: Rosso Site Development, Inc.

Authorized By: 

(Sign)

Joseph A. Rosso III

(Print Name)

Title: Vice President

Date: 3/19/2019

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL

For bids to be received on 3/19/19
(Letting Date)

Fill in your FDOT Vendor Number
VF <u>F</u> <u>4</u> <u>5</u> <u>4</u> <u>4</u> <u>6</u> <u>0</u> <u>8</u> <u>3</u> <u>6</u> <u>0</u> <u>0</u> <u>3</u>
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) \$ 3,489,636

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 19th day
of March, 20 19

Rosso Site Development, Inc.
NAME OF FIRM
By: [Signature]
Blair Simpson-VP
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts, whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1 PROJECTS OWNER, LOCATION AND DESCRIPTION	2 CONTRACT (OR SUBCONTRACT) AMOUNT	3 AMOUNT SUBLET TO OTHERS	4 BALANCE OF CONTRACT AMOUNT	5		6
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
ITID-Acreage Park	\$3,248,889.00	\$2,553,592.00	\$695,297.00	\$15,234.00		
City of Riviera Beach-Infrastructure Improvements	\$2,097,260.00	\$1,435,660.00	\$661,600.00	\$661,600.00		
Palm Beach County-Center Street	\$1,583,167.00	\$1,184,464.00	\$398,703.00	\$52,435.00		
Palm Beach County-Lyons Rd	\$3,163,023.00	\$2,135,410.00	\$1,027,613.00	\$478,844.00		
SIRWCD-19th Plan of Improvements	\$858,054.00	\$301,405.00	\$556,649.00	\$137,706.00		
Town of Jupiter-Jones Creek Park	\$324,633.00	\$186,398.00	\$138,235.00	\$138,235.00		
City of Boca-Hillsboro El Rio Park	\$5,569,613.00	\$3,530,062.00	\$2,039,551.00	\$1,814,875.00		
City of Boynton-Sara Sims Park	\$345,216.00	\$249,273.00	\$95,943.00	\$95,943.00		
Palm Beach County-Lantana & Edgecliff	\$226,214.00	\$131,450.00	\$94,764.00	\$94,764.00		
TOTALS				\$3,489,636.00	\$0.00	\$0.00
TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)				\$3,489,636.00		\$3,489,636.00

NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.

TITLE VI/ NONDISCRIMINATION ASSURANCE

Pursuant to Section 9 of US DOT Order 1050.2A, the contractor, Rosso Site Development, Inc. assures the Florida Department of Transportation (FDOT) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.


contractor, Rosso Site
The Development, Inc. further assures FDOT that it will undertake the following with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient's Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of *Appendices A and E* of this agreement in every contract subject to the Acts and the Regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your agency's programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Recipient.

Dated 3/19/2019

by


Joseph A. Rosso III, Vice President, ~~Chief Executive Officer~~

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

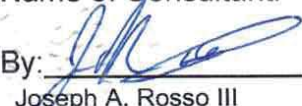
(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By:  Date: 3/19/2019 Authorized Signature
Joseph A. Rosso III
Title: Vice President

Is this form applicable to your firm?

YES ☐ NO ☒

If no, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <u>Rosso Site Development</u> <u>1302 South J Street</u> <u>Lake Worth, FL 33466</u> Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____		7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: <u>[Signature]</u> Print Name: <u>Blair Simpson</u> Title: <u>VP</u> Telephone No.: <u>561-639-0339</u> Date (mm/dd/yyyy): <u>3-19-18</u>
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

City of Delray Beach
Seacrest Blvd from NE 22nd Street to Gulfstream Blvd
Project No. 17-010 (16-095)
Contractor's Bid Response
Exhibit A to 2019-027 Agreement
ITBC No. 2019-027, Seacrest Blvd from NE 22nd Street to Gulfstream Blvd
Exhibit C, FDOT Supplemental General Conditions
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR § 29**

2019-027

575-060-13
RIGHT OF WAY
05/01
Page 1 of 3

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, Joseph A. Rosso III, hereby declare that I am
(NAME)
Vice President of Rosso Site Development, Inc.
(TITLE) (FIRM)
of Lake Worth, FL
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
- (d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)


I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: Joseph A. Rosso III, Vice President
NAME AND TITLE PRINTED

BY: 
SIGNATURE

WITNESS: Blair R Simpson

WITNESS: 

Executed on this 19th day of March, 17

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Rosso Site Development, Inc.

By: Joseph A. Rosso III

Date: 3/19/2019

Title: Vice President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



Qualifications of Bidders

Rosso Site Development, Inc. is a heavy civil general contractor located in Lake Worth, Florida. We self-perform clearing and grubbing, excavation and embankment, subgrade, road base, asphalt paving, concrete paving, and minor storm water drainage.

Rosso Site Development, Inc., founded by Joe Rosso II, is a family owned and operated business that provides construction services to a broad range of clients, both public and private. We work primarily in the areas of site development, highway and road construction and pride ourselves as being one of the leading construction companies in Palm Beach County. RSD has successfully completed projects on both the city and county level as well as privately, leaving behind a reputation of quality and value. RSD is a licensed Certified General Contractor, Registered Underground Utility and Excavation Contractor and we have a full time Professional Engineer on staff licensed in the State of Florida and the State of North Carolina.

The Rosso Family brings over 40 years of combined construction experience and we take pride in the principles that have led to success – responding to clients’ needs, maintaining a strong work ethic and staying abreast to the cutting edge in construction technologies and methods.

FIRM WORK HISTORY

Project Name: 2nd Avenue South Roadway Improvements Project

Contract Amt: \$663,710.61

Start Date: February 26, 2018

Expected Completion Date: June 26, 2018

Owner: City of Lake Worth

1749 3rd Ave S

Lake Worth, FL 33460

(561) 586-1720

Felipe Lafaso, Assistant Director of Public Services

Engineer: Matthews Consulting

477 S. Rosemary Ave

West Palm Beach, FL 33401

Project Name: 8th Avenue North Greenway Improvements Project North “A” Street to North “F” Street

Contract Amt: \$291,846.00

Start Date: TBD

Expected Completion Date: TBD

Owner: City of Lake Worth

1749 3rd Ave S

Lake Worth, FL 33460

(561) 586-1720

Felipe Lafaso, Assistant Director of Public Services

Engineer: N/A

1302 South J Street
Lake Worth, FL 33460

p. (561)689-0889
f. (561) 689-2851

www.RossoSiteDevelopment.com
CGC1520819 / CUC1225294

Project Name: Flavor Pict Road, from SR 7 to Lyons Road

Contract Amt: \$2,934,354.65

Start Date: September 6, 2018

Expected Completion Date:

Owner: Palm Beach County
2300 North Jog Road
West Palm Beach, FL 33411
John Kopalakis
(561) 684-4180

Engineer: Stantec
2056 Vista Parkway, Suite 100
West Palm Beach, FL 33411

Project Name: Indiantown Road and Jupiter Farms Road Intersection Improvements

Contract Amt: \$1,496,853.75

Start Date: December 4, 2017

Expected Completion Date: June 2, 2018

Owner: Palm Beach County
2300 North Jog Road
West Palm Beach, FL 33411
Steve O'Neil
(561) 684-4180

Engineer: K-F Group, Inc.
12773 W Forest Hill Blvd, Suite 1217
Wellington, FL 33414

Project Name: Wallis Road, from E-3 Canal to Haverhill Road

Contract Amt: \$743,903.10

Start Date: September 5, 2017

Completion Date: April 2018

Owner: Palm Beach County
2300 North Jog Road
West Palm Beach, FL 33411
Steve O'Neil
(561) 684-4180

Engineer: Michael B. Schorah
1850 Forest Hill Blvd, Suite 206
West Palm Beach, FL 33406

Project Name: 5th Avenue South Bikeway and Pedestrian Trail Project

Contract Amt: \$566,389.47

Start Date: September 25, 2017

Completion Date: March 2018

Owner: City of Lake Worth
1749 3rd Ave S
Lake Worth, FL 33460
(561) 586-1720
Felipe Lofaso

Engineer: Kimley-Horn & Associates, Inc.
1690 S Congress Avenue
Delray Beach, FL 33445

Project Name: Coral Ridge Drive, S. County Regional Park N. Entrance to 750' North

Contract Amt: \$1,067,218.45

Start Date: 8-15-2017

Completion Date: 12-13-2017

Owner: Palm Beach County
2300 North Jog Road
West Palm Beach, FL 33411
John Kopalakakis
(561) 684-4180

Engineer: Arcadis US, Inc.
1500 Gateway Blvd, Suite 200
Boynton Beach, Florida 33426

Project Name: Neighborhood Street Program District 1, Year 1, Project 1

Contract Amt: \$930,324.23

Start Date: 8-7-2017

Completion Date: 12-5-17

Owner: City of Lake Worth
1749 3rd Ave S
Lake Worth, FL 33460
(561) 586-1720
Felipe Lofaso

Engineer: Mock Roos
5720 Corporate Way
West Palm Beach, FL 33407

Project Name: Connector Road, Lyons Road to Acme Dairy Road

Contract Amt: \$592,582.07

Expected Completion Date: Aug 2017

Owner: Palm Beach County
2300 North Jog Road
West Palm Beach, FL 33411
John Kopalakakis
(561) 684-4180

Engineer: Civil Design, Inc.
1400 Centrepark Blvd, Suite 905
West Palm Beach, FL 33401

Project Name: South Shore Blvd. Northbound Right Turn Lane Extension at Pierson Road

Contract Amt: \$159,416.88

Start Date: 7-5-2017

Expected Completion Date: 9-3-2017

Owner: Village of Wellington
12300 Forest Hill Blvd
Wellington, FL 33414
Tom Lundeen
(561) 753-2454

Engineer: Mock Roos
5720 Corporate Way
West Palm Beach, FL 33407

Project Name: W 15th to 17th Street Mill & Resurface

Contract Amt: \$404,777.92

Start Date: 7-24-2017

Expected Completion Date: 11-21-2017

Owner: City of Riviera Beach

2391 Ave L

Riviera Beach, FL 33404

(561) 845-3472

Terrence Bailey, City Engineer

Engineer: Chen Moore

500 Australian Avenue South, Suite 530

West Palm Beach, FL 33401

Project Name: Lyons Road (Lantana Road to LWDD Canal L-14)

Contract Amt: \$4,307,684.35

Expected Completion Date: August 2017

Owner: Palm Beach County

2300 North Jog Road

West Palm Beach, FL 33411

John Kopalakis

(561) 684-4180

Engineer: HSQ Group, Inc.

1489 West Palmetto Park Road, Suite 340

Boca Raton, FL 33486

Project Name: 18th to 22nd Street

Contract Amt: \$714,654.45

Completion Date: April 2017

Owner: City of Riviera Beach

2391 Ave L

Riviera Beach, FL 33404

(561) 845-3472

Terrence Bailey, City Engineer

Engineer: Stantec

21301 Powerline Rd, Ste 311

Boca Raton, FL 33433

Project Name: Taxiway W

Contract Amt: \$3,558,817.62

Completion Date: January 2017

Owner: Palm Beach County Department of Airports

1000 PBIA, Suite 846

West Palm Beach, FL 33406-1412

Phone: (561) 471-7420

Cindy Portnoy

Engineer: CH2MHill

3001 PGA Blvd, Suite 201A

Palm Beach Gardens, FL 33410

Project Name: 6th Ave South

Contract Amt: \$334,985.37

Completion Date: May 2016

Owner: City of Lake Worth

1749 3rd Ave S

Lake Worth, FL 33460

(561) 586-1720

Felipe Lofaso

Engineer: Craven, Thompson and Associates Inc.

3563 NW 53rd Street

Fort Lauderdale, FL 33309

Project Name: Lyman Kayak Park

Contract Amt: \$153,255.48

Completion Date: March 2016

Owner: Town of Lantana

500 Greynolds Circle

Lantana, FL 33462

(561) 540-5766

Linda Brien

Engineer: Calvin, Giordano & Associates, Inc.

560 Village Blvd, Ste 340

West Palm Beach, FL 33409

Project Name: 7th Ave South

Contract Amt: \$643,140.47

Completion Date: February 2016

Owner: City of Lake Worth

1749 3rd Ave S

Lake Worth, FL 33460

(561) 586-1720

Felipe Lofaso, Assistant Director of Public Services

Engineer: Matthews Consulting

477 S. Rosemary Ave

West Palm Beach, FL 33401

Project Name: Burns & Military

Contract Amt: \$1,382,527.84

Completion Date: July 2016

Owner: Palm Beach County

2300 N. Jog Rd

West Palm Beach, FL 33411

(561) 684-4180

Steve O'Neil, Chief Construction Coordinator

Engineer: Arcadis

2081 Vista Parkway

West Palm Beach, FL 33411

Project Name: NE 4th Street Parking Lot
Contract Amt: \$133,526.85
Completion Date: February 2016
Owner: Boynton Beach Community Redevelopment Agency
710 N. Federal Hwy
Boynton Beach, FL 33435
(561) 600-9091
Michael Simon, Assistant Director
Engineer: Kimley-Horn & Associates, Inc.
1690 S Congress Avenue
Delray Beach, FL 33445

Project Name: Sea Pines Drainage Improvements
Contract Amt: \$162,997.00
Completion Date: November 2015
Owner: Town of Lantana
500 Greynolds Circle
Lantana, FL 33462
(561) 540-5766
Linda Brien
Engineer: Matthews Consulting
477 S. Rosemary Ave
West Palm Beach, FL 33401

Project Name: ECR Grit Collection
Contract Amt: \$25,907.64
Completion Date: December 2015
GC: FL Drilling & Design
7733 Hooper Rd
West Palm Beach, FL 33411
(561) 818-3228
Jeff Holst
Engineer: Kimley-Horn & Associates, Inc.
1690 S Congress Avenue
Delray Beach, FL 33445

Project Name: South Shore Phase III
Contract Amt: \$1,882,298.54
Completion Date: November 2015
Owner: Village of Wellington
12300 Forest Hill Blvd
Wellington, FL 33414
(561) 791-4052
Johnathan Reinsvold, Project Engineer
Engineer: Village of Wellington
12300 Forest Hill Blvd
Wellington, FL 33414

Project Name: Gramercy Park
Contract Amt: \$705,224.35
Completion Date: August 2015
Owner: Palm Beach County – Facilities
2633 Vista Parkway
West Palm Beach, FL 33411
(561) 233-0208
Dave Dolan, Project Manager
Engineer: Stantec
21301 Powerline Rd, Ste 311
Boca Raton, FL 33433

Project Name: Historic Jupiter – Indiantown Trail
Contract Amt: \$499,231.80
Completion Date: August 2015
Owner: Palm Beach County
2300 N. Jog Rd
West Palm Beach, FL 33411
(561) 684-4180
Steve O'Neil, Chief Construction Coordinator
Engineer: Simmons & White
5601 Corporate Way
Wellington, FL 33407

Project Name: C23 Multiuse Path and Bridle Trail
Contract Amt: \$529,948.66
Completion Date: August 2015
Owner: Village of Wellington
12300 Forest Hill Blvd
Wellington, FL 33414
(561) 791-4052
Johnathan Reinsvold, Project Engineer
Engineer: Village of Wellington Engineering
12300 Forest Hill Blvd
Wellington, FL 33414

Project Name: N. County Landfill Customer Convenience Drop-off Center
Contract Amt: \$657,502.37
Completion Date: May 2015
Owner: Solid Waste Authority of Palm Beach County
7501 North Jog Rd
West Palm Beach, FL 33412
(561) 640-4000
Engineer: CDM Smith
1601 Belvedere Rd
West Palm Beach, FL 33406

Project Name: 7th Street Square
Contract Amt: \$643,781.47
Completion Date: June 2015
Owner: City of West Palm Beach
401 Clematis St, 4th Flr
West Palm Beach, FL 334061
(561) 494-1120
Tracy Ward, Project Engineer
Engineer: AECOM
2090 Palm Beach Lakes Blvd
West Palm Beach, FL 33404

Project Name: 10th Ave South Roadway Improvements Project
Contract Amt: \$235,676.13
Completion Date: January 2015
Owner: City of Lake Worth
1749 3rd Ave S
Lake Worth, FL 33460
(561) 586-1720
Felipe Lofaso, Assistant Director of Public Services
Engineer: Civil Design, Inc.
312 9th Street
West Palm Beach, FL 33401

Project Name: W. 37th Street Improvements
Contract Amt: \$335,034.59
Completion Date: November 2014
Owner: City of Riviera Beach
2391 Ave L
Riviera Beach, FL 33404
(561) 845-3472
Terrence Bailey, City Engineer
Engineer: Stantec
21301 Powerline Rd, Ste 311
Boca Raton, FL 33433

Project Name: Forget Me Not Farms
Contract Amt: \$678,520.16
Completion Date: January 2015
GC: Castle Florida Building Corp
150 N. Swinton Avenue, Ste 100
Delray Beach, FL 33444
Engineer: Alan Gerwig & Associates, Inc.
12798 W. Forest Hill Blvd, Ste 201
Wellington, FL 33414

Project Name: NE 1st Ave & NE 1st St & Sidewalk Connector

Contract Amt: \$527,265.89

Completion Date: September 2014

Owner: Boynton Beach Community Redevelopment Agency

710 N. Federal Hwy

Boynton Beach, FL 33435

(561) 600-9091

Michael Simon, Assistant Director

Engineer: Kimley-Horn & Associates, Inc.

1690 S Congress Avenue

Delray Beach, FL 33445

Project Name: Congress Ave, Hypoluxo Rd to Donnelly Drive

Contract Amt: \$1,231,538.15

Completion Date: August 20, 2014

Owner: Palm Beach County

2300 N. Jog rd

West Palm Beach, FL 33411

(561) 684-4180

John Kopelakis, Chief Construction Coordinator

Engineer: Wantman Group, Inc.

2035 Vista Parkway, Ste 100

West Palm Beach, FL 33411

Project Name: Tidal Wave Industrial Park

Contract Amt: \$737,647.06

Completion Date: March 11, 2014

Owner: Tidal Wave Development Corp

1660 NW 19th Avenue

Pompano Beach, FL 33069

(954) 553-1488

Bill Johnson, Owner

Engineer: Calvin, Giordano & Associates, Inc.

560 Village Blvd, Ste 340

West Palm Beach, FL 33409

Project Name: Canton Rd Paving & Drainage Improvements

Contract Amt: \$163,984.12

Completion Date: March 5, 2014

Owner: Palm Beach County

2300 N. Jog rd

West Palm Beach, FL 33411

(561) 684-4180

John Kopelakis, Chief Construction Coordinator

Engineer: Civil Design, Inc.

312 9th Street

West Palm Beach, FL 33401

Project Name: Lift Station 7 Forcemain

Contract Amt: \$50,871.35

Completion Date: January 21, 2014

Owner: City of Lake Worth

1749 3rd Ave S

Lake Worth, FL 33460

(561) 586-1720

Felipe Lofaso, Assistant Director of Public Services

Engineer: Mock Roos

5720 Corporate Way

West Palm Beach, FL 33407

Project Name: Lynn Way Improvements

Contract Amt: \$330,101.26

Completion Date: 4/9/14

Owner: City of Lake Worth

1749 3rd Ave S

Lake Worth, FL 33460

(561) 586-1720

Felipe Lafaso, Assistant Director of Public Services

Engineer: Civil Design, Inc.

312 9th Street

West Palm Beach, FL 33401

Project Name: Palm Beach Ejector Stations

Contract Amt: \$545,500.97

Completion Date: November 25, 2013

Owner: Town of Palm Beach

Murray Logan Construction

313 65th Trail N

West Palm Beach, FL 33413

(561) 686-3948

Kurt Kapsos

Engineer: Corzo, Castella, Carbello, Thompson, Salman PA

21301 Powerline Rd, Ste 311

Boca Raton, FL 33433

Project Name: Belvedere & Haverhill Intersection Improvements

Contract Amt: \$233,897.41

Completion Date: November 11, 2013

Owner: Palm Beach County

2300 N. Jog rd

West Palm Beach, FL 33411

(561) 684-4180

John Kopelakis, Chief Construction Coordinator

Engineer: Kimley-Horn & Associates, Inc.

1690 S Congress Avenue

Delray Beach, FL 33445

Project Name: NW 1st Ct Sidewalk Improvements

Contract Amt: \$115,849.36

Completion Date: 10/28/13

Owner: City of Boca Raton

201 W. Palmetto Park Rd

Boca Raton, FL 33432

(561) 416-3402

Tony Puerta, Chief of Design

Engineer: City of Boca Raton Engineering

201 W. Palmetto Park Rd

Boca Raton, FL 33432

ONGOING PROJECTS

Project Name: Acreage Community Park Expansion

Contract Amt: \$3,389,888.54

Expected Completion Date: January 2019

Owner: Indian Trail Improvement District

13476 61st St N

West Palm Beach, FL 33412

Engineer: Craig A. Smith & Associates

7777 Glades Road, Suite 410

Boca Raton, FL 33434

Jim Orth

561-791-9280

Project Name: Center Street, Thelma Ave to Woodland Estates Drive

Contract Amt: \$1,486,882.17

Start Date: November 13, 2017

Expected Completion Date: February 2019

Owner: Palm Beach County

2300 North Jog Road

West Palm Beach, FL 33411

Steve O'Neil

(561) 684-4180

Engineer: Civil Design, Inc.

1400 Centrepark Blvd, Suite 905

West Palm Beach, FL 33401

Project Name: Lake Worth Neighborhood Road Program North J, K & M Streets

Contract Amt: \$6,414,667.33

Start Date: November 30, 2017

Expected Completion Date: December 6, 2018

Owner: City of Lake Worth

1749 3rd Ave S

Lake Worth, FL 33460

(561) 586-1720

Felipe Lafaso, Assistant Director of Public Services

Engineer: Craven, Thompson and Associates Inc.

3563 NW 53rd Street

Fort Lauderdale, FL 33309

Kimley-Horn & Associates, Inc.

1690 S Congress Avenue

Delray Beach, FL 33445

Project Name: South Indian River Water Control District

Contract Amt: \$858,054.45

Start Date: July 9, 2018

Expected Completion Date: January 2019

Owner: South Indian River Water Control District

15600 Jupiter Farms Road

Jupiter, FL 33478

(561) 747-0550

Engineer: Amy Eason, PE
AECOM
2090 Palm Beach Lakes Blvd
West Palm Beach, FL 33404

Project Name: Lyons Road, Clint Moore Road to N of LWDD L-39 Canal

Contract Amt: \$3,163,022.81

Start Date: November 12, 2018

Expected Completion Date: July 2019

Owner: Palm Beach County

2300 North Jog Road

West Palm Beach, FL 33411

John Kopelakis

(561) 684-4180

Engineer: HSQ Group, Inc.
1489 West Palmetto Park Road, Suite 340
Boca Raton, FL 33486

Project Name: Jones Creek Preserve

Contract Amt: \$339,733.00

Anticipated Start Date: January 2019

Expected Completion Date: July 2019

Owner: Palm Beach County

2300 North Jog Road

West Palm Beach, FL 33411

John Kopelakis

(561) 684-4180

Engineer: HSQ Group, Inc.
1489 West Palmetto Park Road, Suite 340
Boca Raton, FL 33486

EXPERIENCE

See attached Resumes & Letters of Recommendation

STAFF RESOURCES

Field Employees including but not limited to laborers, operators, etc.

Foreman

Superintendent

Project Manager

Estimator

Professional Engineer

Administrative Staff Support

LICENSES

See attached licenses

DETAILS OF QUALIFICATIONS

See attached resumes

CURRENT CLIENT REFERENCES

Felipe Lofaso

Assistant Director of Public Services
City of Lake Worth
1749 3rd Ave South
Lake Worth, FL
(561) 586-1720
flofaso@lakeworth.org

John Kopelakis

Chief Construction Coordination
Palm Beach County Construction Coordination
2300 N. Jog Rd
WPB, FL 33411
(561) 684-4180
jkopelak@pbcgov.org

Steve O'Neil

Chief Construction Coordination
Palm Beach County Construction Coordination
2300 N. Jog Rd
WPB, FL 33411
(561) 684-4180
soneil@pbcgov.org

John Chandler

Construction Manager
Solid Waste Authority Engineer Representative
CDM Smith
6365 NW 6th Way
Ft. Lauderdale, FL 33309
(954) 776-1731
chandlerjs@cdmsmith.com

Terrence Bailey

City Engineer
City of Riviera Beach
2391 Ave L
Riviera Beach, FL
(561) 840-4845
tbailey@rivierabch.com

Jeff Trompeter, PE

Owner – Civil Design, Inc.
1400 Centrepark Blvd #905
West Palm Beach, FL 33401

1302 South J Street
Lake Worth, FL 33460

p. (561)689-0889
f. (561) 689-2851

www.RossoSiteDevelopment.com
CGC1520819 / CUC1225294

(561) 659-5760

Keith Jackson, PE

Vice President – Engenuity Group
1280 North Congress Ave
West Palm Beach, FL 33409
(561) 655-1151

SUMMARY OF LITIGATION

None

EQUIPMENT OWNED

GMC Top Kick Water Truck	Dynapac Steel Wheel Roller
Magnum MWT Water Wagon	Hamm Vibratory Roller
Bomag Mixer	Ingersoll Rand Roller
John Deere 650J Dozer	Ingersoll Rand SD100DTF Roller
Caterpillar D5K2 Dozer	Mauldin MT500 Tack Wagon
Royal 80 Grader	Ford F800 1950 Gallon Distributor
Caterpillar 12H Grader	Ford New Holland 3930 Tractor
John Deere 670D Grader	Ford New Holland 3930 Tractor
John Deere 444K	Kobelco Excavator SK-115
Komatsu WA250-3MC Loader	Case Excavator CX290
John Deere 444K	
Leeboy 8500	



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, 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

ROSSO, JOSEPH ANTHONY III

ROSSO SITE DEVELOPMENT, INC.

1302 S J STREET

LAKE WORTH FL 33460

LICENSE NUMBER: CGC1520819

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ROSSO, JOSEPH ANTHONY III

ROSSO SITE DEVELOPMENT, INC.

1302 S J STREET

LAKE WORTH FL 33460

LICENSE NUMBER: CUC1225470

EXPIRATION DATE: AUGUST 31, 2020

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ROSSO, JOSEPH ANTHONY II

ROSSO SITE DEVELOPMENT, INC.
1302 SOUTH J STREET
LAKE WORTH FL 33460

LICENSE NUMBER: CUC1225294

EXPIRATION DATE: AUGUST 31, 2020

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**Construction Industry Licensing Board of
Palm Beach County**

Planning, Zoning & Building Department
Contractors Certification Division
2300 N. Jog Road, 2nd Floor, Suite 2W-61
West Palm Beach, FL 33411

City of Delray Beach
Contractor's Bid Response

Seacrest Blvd from NE 22nd Street to Gulfstream Blvd
Project No. 17-010 (16-095) 2019-027
Exhibit A to 2019-027 Agreement 1561-233-5525

JOSEPH A ROSSO II
1302 S J ST
LAKE WORTH, FL 33460

Congratulations on obtaining your **PAVING COMMERCIAL** Certificate and for applying for certification in Palm Beach County. With this Certificate of Competency, you become or continue to be one of thousands of Floridians certified by the Construction Industry Licensing Board (CILB) of Palm Beach County. Our Construction certificates range from General, Building, and Residential to Specialty trades unique to our County. The following is proof of your Certificate of Competency along with your scope of work.

Edward Lynch, Chair

Construction Industry Licensing Board
of Palm Beach County

Oscar Alvarez, Director

License Number	Type of Competency Certification
U-16114	PAVING COMMERCIAL



Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.

NAME : JOSEPH A ROSSO II
FIRM : ROSSO SITE DEVELOPMENT INC
DBA :
1302 S J ST
LAKE WORTH, FL 33460



Issued : 08/16/2017

Expiration date: 09/30/2019

City of Delray Beach
Seacrest Blvd from NE 22nd Street to Gulfstream Blvd
Project No. 17-010 (16-095) 2019-027
Contractor's Bid Response
Exhibit A to 2019-027 Agreement

PAVING COMMERCIAL contractor are those who are qualified with the experience and skill to construct roads, airport runways and aprons, parking lots, sidewalks, curbs and gutters, property line walls, storm drainage facilities, paver brick/paver brick systems and to perform the excavating, clearing and grading incidental thereto



**Construction Industry Licensing Board of
Palm Beach County**

Planning, Zoning & Building Department
Contractors Certification Division
2300 N. Jog Road, 2nd Floor, Suite 2W-61
West Palm Beach, FL 33411

City of Delray Beach
Contractor's Bid Response

Seacrest Blvd from NE 22nd Street to Gulfstream Blvd
Project No. 17-010 (16-095) 2019-027
Exhibit A to 2019-027 Agreement
(361) 233-5525

BLAIR ROSSO SIMPSON
366 LEIGH RD
WEST PALM BEACH, FL 33405-4914

Congratulations on obtaining your **PAVING** Certificate and for applying for certification in Palm Beach County. With this Certificate of Competency, you become or continue to be one of thousands of Floridians certified by the Construction Industry Licensing Board (CILB) of Palm Beach County. Our Construction certificates range from General, Building, and Residential to Specialty trades unique to our County. The following is proof of your Certificate of Competency along with your scope of work.

Edward Lynch, Chair

Construction Industry Licensing Board
of Palm Beach County

Oscar Alvarez, Director

License Number	Type of Competency Certification
U-22296	PAVING

Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.



NAME : BLAIR ROSSO SIMPSON
FIRM : ROSSO SITE DEVELOPMENT INC
DBA :
1302 S J ST
LAKE WORTH, FL 33460



Issued : 09/20/2018

Expiration date: 09/30/2019



State of Florida
Board of Professional Engineers
2639 North Monroe Street, Suite B-112
Tallahassee, FL 32303-5268

Joseph Anthony Rosso
1302 S J STREET
LAKE WORTH, FL 33460

NOTICE

FBPE no longer requires that continuing education be reported by the provider. Instead licensees will be subject to a random audit no more than every four (4) years. If you are selected for the random audit, you must provide verification of one (1) hour of Florida laws and rules, one (1) hour of professional ethics, four (4) hours of area of practice and twelve (12) hours in any topic pertaining to the practice of engineering, all taken prior to February 28, 2017. (See s. 471.017, Fl. Stat.) Any CE hours taken after February 28, 2017 will result in a \$100 delinquent fee and your license being placed in a delinquent status until the additional fee is paid.

State of Florida

Board of Professional Engineers

Attests that

Joseph Anthony Rosso , P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201934762



State of Florida

Board of Professional Engineers

Attests that

Joseph Anthony Rosso , P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

P.E. Lic. No:

Audit No: 228201934762 R

70898

Palm Beach County Office of Small Business Assistance

Certifies That

Rosso Site Development, Inc.

Vendor # VC0000140310

*is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach
County Code from **January 22, 2019 to January 21, 2022***

The following Services and/or Products are covered under this certification:

**Clearing and Grubbing Services; Construction, General: Backfill Services, Digging, Ditching, Road Grading,
Rock Stabilization, etc.; Excavation Services; Construction, Curb and Gutter, Including Maintenance, Repair,
and Removal Services; Construction, Sidewalk and Driveway, Including Pedestrian and Handicap Ramps;
Maintenance and Repair: Airport Roadway, Runway and Taxiway; Maintenance and Repair, Sidewalk and
Driveway, Including Removal; Paving and Resurfacing, Alley and Parking Lot; Paving and Resurfacing, Streets,
Major and Residential**

Palm Beach County Board of County Commissioners

Paulette Burdick, Mayor
Melissa McKinlay, Vice Mayor
Hal Valeche
Dave Kerner
Steven L. Abrams
Mary Lou Berger
Mack Bernard

County Administrator
Verdenia C. Baker



Allen F. Gray, Manager

October 30, 2018



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving you.

City of Delray Beach
P.O. Box 3353 West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

Seacrest Blvd from NE 22nd Street to Gulfstream Blvd
Project No. 17-010 (16-095) 2019-027
Exhibit A to 2019-027 Agreement

1302 South J ST
LAKE WORTH, FL 33460

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0200 UNDERGROUND UTILITIES CONTRACTOR	ROSSO II JOSEPH ANTHONY	CUC1225294	B18.514861 - 08/20/18	\$27.50	B#0179177

This document is valid only when receipted by the Tax Collector's Office.

ROSSO SITE DEVELOPMENT INC
ROSSO SITE DEVELOPMENT INC
1302 S J ST
LAKE WORTH, FL 33460

B2 - 244

**STATE OF FLORIDA
PALM BEACH COUNTY
2018/2019 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2017100444
EXPIRES: SEPTEMBER 30, 2019**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



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P.O. Box 3350 West Palm Beach, FL 33402-3353
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Seacrest Blvd from NE 22nd Street to Gulfstream Blvd
Project No. 17-010 (16-095) 2019-027
Contractor's Bid Response
Exhibit 17-010-027 Agreement

1302 South J ST
LAKE WORTH, FL 33460

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0036 PAVING CONTRACTOR	ROSSO JOE II	CGC1520819	B18.514795 - 08/20/18	\$27.50	B40150254

This document is valid only when receipted by the Tax Collector's Office.

ROSSO SITE DEVELOPMENT INC
ROSSO SITE DEVELOPMENT INC
1302 S J ST
LAKE WORTH, FL 33460

B1 - 244

STATE OF FLORIDA
PALM BEACH COUNTY
2018/2019 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201253076
EXPIRES: SEPTEMBER 30, 2019

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



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City of Delray Beach
P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 555-2264

Seacrest Blvd from NE 22nd Street to Gulfstream Blvd
City of Delray Beach
Project No. 17-010 (16-095) 2019-027
Exhibit A to 2019-027 Agreement
****LOCATED AT****
1302 South J ST
LAKE WORTH, FL 33460

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	ROSSO III JOSEPH A	CGC1520819	B18.514863 - 08/20/18	\$27.50	B40179176

This document is valid only when receipted by the Tax Collector's Office.

ROSSO SITE DEVELOPMENT INC
ROSSO SITE DEVELOPMENT INC
1302 S J ST
LAKE WORTH, FL 33460

B3 - 244

**STATE OF FLORIDA
PALM BEACH COUNTY
2018/2019 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2017100445
EXPIRES: SEPTEMBER 30, 2019**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



City of Lake Worth
Business License Division
1900 2nd Avenue North
Lake Worth, Florida 33461

City of Delray Beach
Contractor's Bid Response

Seacrest Blvd from NE 22nd Street to Gulfstream Blvd
Project No. 17-010 (16-095) 2019-027
Exhibit A to 2019-027 Agreement

City of Lake Worth Business License 2018 – 2019

ROSSO SITE DEVELOPMENT INC
1302 S J ST
LAKE WORTH FL 33460

Dear Business Owner,

Your participation in the continued growth & vitality of the City of Lake Worth is appreciated. In accordance with Section 14-12, the document below must be posted in a conspicuous place on the premises of your business. If assistance is required, please contact the Department for Community Sustainability/Business License Division by telephone at (561) 586-1647 or visit the City of Lake Worth's website at www.lakeworth.org.

Thank you.

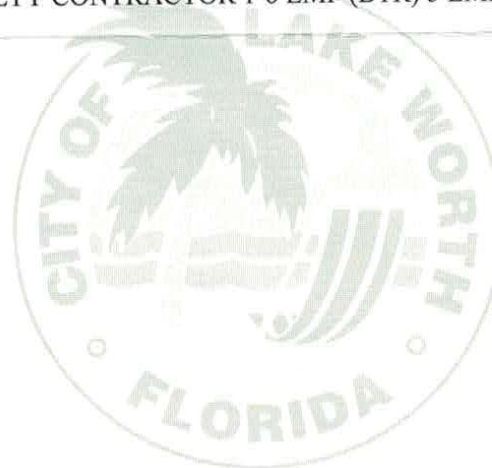
↓ DETACH THE DOCUMENT BELOW AND POST CONSPICUOUSLY AT YOUR PLACE OF BUSINESS ↓

City of Lake Worth Business License 2018 – 2019

NON TRANSFERABLE

BUSINESS NUMBER: 0023170
BUSINESS NAME: ROSSO SITE DEVELOPMENT INC
BUSINESS ADDRESS: 1302 S J ST, LAKE WORTH FL 33460-5517

LICENSE NUMBER	CLASSIFICATION	DESCRIPTION
19-00046167	UC	USE & OCCUPANCY COMMERCIAL/INDUSTRIAL
19-00046168	30.011	SPECIALTY CONTRACTOR 1-6 EMP (BTR) 5 EMPLOYEES



The Art of Florida Living

**EXPIRES
SEPTEMBER 30th
2019**



City of Lake Worth Business License Division
1900 2nd Avenue North • Lake Worth, Florida 33461

BidSync

Joseph A. Rosso III, PE

1302 South J Street • Lake Worth, FL 33460 • (561) 689-0889

CONSTRUCTION MANAGER / ON-SITE PROJECT MANAGER

Construction manager with an 8-year record of success overseeing all phases of multimillion-dollar construction projects for government and private-sector clients. Experience includes managing crews of up to 30 in highway, bridge, potable water, wastewater, concrete slab and a variety of other construction/demolition projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Key Skills

- Construction/Demolition Projects
- Infrastructure Improvement Projects
- High Security Construction
- Licensed PE (NC and FL)
- MOT Certified
- Change Order Management
- Budgeting & Cost Controls
- Bidding/Estimating/Proposals
- Subcontractor/Crew Supervision

Employer Summary

ROSSO SITE DEVELOPMENT, INC — Vice President, 2/2012 to present

Worked on estimating and field related activities associated with projects ranging in size from \$5,000 to \$5 million.

ROSSO PAVING & DRAINAGE, INC — Estimator / Project Manager, 2/2009 to 2/2013

Worked on estimating and field related activities associated with projects ranging in size from \$500 to \$5 million.

CIVIL DESIGN CONCEPTS — Project Engineer, 2006 to 2009

Worked under a professional engineer. Managed a team of 4 overseeing all design and permitting for projects ranging up to \$100 million.

Project Highlights

Recent Projects Only

Palm Beach International Airport (2009-2010) • Budget: \$6,000,000

Work consisted of two separate taxiway construction projects. These projects included but were not limited to clearing and grubbing, earthwork (+/- 100,000 cy), asphalt (+/- 14,000 tons), storm water drainage, and the demolition of a radar tower (+/- 60 ft tall). These projects were in a high security area, as they were located adjacent to active runways in an international airport.

Port of Palm Beach (2012) • Budget: \$1,600,000

Project Manager for the reconstruction of the wharf located between slips 2 and 3 at the Port of Palm Beach. The project demolition consisted of over 12,000 sy of asphalt and concrete, a building slab, and a water quality drainage pit and structure. The reconstruction of the slip entailed a 7,200 square yard concrete slab and 5,500 square yards of asphalt. The concrete slab was constructed per design to be 15" thick with a double mat of #4 rebar 12" on center. The concrete was of a special mix design which required the importing of granite stone to complete the project per the owner's request.

Palm Beach County (2010-2012) • Budget: \$5,000,000

Project Manager for the construction of Lyons Road between Boynton Beach Blvd and Atlantic Avenue. The work consisted of 3 miles of new 2 lane roadway 32' wide. The roadway crossed 5 Lake Worth Drainage District Canals, 4 of which required a 6'x10' precast rectangular box and the last we built a 70' long bridge.

Cherokee Indian School (2006-2009) • Budget: \$100,000,000

Project Engineer on first LEED Platinum project in America.

Education & Certifications

FLORIDA STATE UNIVERSITY (Tallahassee, FL) — **BS in Civil Engineering**, 2004

License Professional Engineer – Florida (active) and North Carolina (inactive)

Certified General Contractor – Florida (active)

MOT Certified

Joseph A. Rosso II

1302 South J Street • Lake Worth, FL 33460 • (561) 689-0889

CONSTRUCTION MANAGER / ON-SITE PROJECT MANAGER

Construction manager with a 28-year record of success overseeing all phases of multimillion-dollar construction projects for government and private-sector clients. Experience includes managing crews of up to 30 in highway, bridge, potable water, wastewater, concrete slab and a variety of other construction/demolition projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Key Skills

- Construction/Demolition Projects
- Infrastructure Improvement Projects
- High Security Construction
- OSHA Certified
- MOT Certified
- Change Order Management
- Budgeting & Cost Controls
- Bidding/Estimating/Proposals
- Subcontractor/Crew Supervision

Employer Summary

ROSSO SITE DEVELOPMENT, INC — **Owner / Estimator / Project Manager**, 2/2012 to Present

ROSSO PAVING & DRAINAGE, INC — **Owner / Estimator / Project Manager**, 6/1984 to 7/2013

Self Employed. Working on all estimating and field related activities associated with projects ranging in size from \$500 to \$5 million.

Project Highlights

Recent Projects Only

Palm Beach International Airport (2009-2010) • Budget: \$6,000,000

Work consisted of two separate taxiway construction projects. These projects included but were not limited to clearing and grubbing, earthwork (+/- 100,000 cy), asphalt (+/- 14,000 tons), storm water drainage, and the demolition of a radar tower (+/- 60 ft tall). These projects were in a high security area, as they were located adjacent to active runways in an international airport.

Port of Palm Beach (2012) • Budgets: \$1,600,000

Project Manager for the reconstruction of the wharf located between slips 2 and 3 at the Port of Palm Beach. The project demolition consisted of over 12,000 sy of asphalt and concrete, a building slab, and a water quality drainage pit and structure. The reconstruction of the slip entailed a 7,200 square yard concrete slab and 5,500 square yards of asphalt. The concrete slab was constructed per design to be 15" thick with a double mat of #4 rebar 12" on center. The concrete was of a special mix design which required the importing of granite stone to complete the project per the owner's request.

Palm Beach County (2010-2012) • Budgets: \$5,000,000

Project Manager for the construction of Lyons Road between Boynton Beach Blvd and Atlantic Avenue. The work consisted of 3 miles of new 2 lane roadway 32' wide. The roadway crossed 5 Lake Worth Drainage District Canals, 4 of which required a 6'x10' precast rectangular box and the last we built a 70' long bridge.

Education & Certifications

UNIVERSITY OF TENNESSEE (Knoxville, TN) — **BA in Political Science**, 1984

OSHA Certified

MOT Certified

Blair Rosso Simpson

1302 South J Street • Lake Worth, FL 33460 • (561) 309-5949

CONSTRUCTION MANAGER

Results-oriented, hands-on construction manager with a 9-year record of successfully overseeing all phases of heavy civil construction projects for government and private-sector clients. Verifiable track record for the successful completion of multi-million dollar projects through coordinating trades, developing partnerships and building positive rapport with engineers, vendors and clients while maintaining costs. Versed in contract documents, change orders, design issue resolution, project related document preparation, material purchasing and site management. Experience managing multiple projects as the general contractor. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Key Skills

- Stormwater Management Inspector
- Infrastructure Improvement Projects
- High Security Construction
- MOT Certified
- Change Order Management
- Contract Management
- Budgeting & Cost Controls
- Construction/Demolition Projects
- Subcontractor/Crew Supervision

Employer Summary

ROSSO SITE DEVELOPMENT, INC — **Vice President. Project Management/Finance**, 2012 to present
Project management and field supervision. Contract Administration, job costing including approval of all invoices pertaining to projects, progress schedule updates, scheduling subcontractors, pay application processing, scheduling of field crews. Manage and supervise projects ranging in size from \$5,000 to \$6.4 million.

Project Highlights Recent Projects Only

Palm Beach County (2015) • Budget: \$1,338,246.21

Burns & Military - Road widening and overlay. Work on this project included clearing and grubbing, earthwork, subgrade, base rock, asphalt, sidewalk, curb & gutter, drainage, electrical, sodding, temporary striping.

Palm Beach County (2016) • Budget: \$4,307,307.30

Lyons Rd, Lantana to N of L-14 - Road widening, 2 lane Rd to a 4 lane Rd, in a school zone. Work on this project included clearing and grubbing, canal excavation, canal embankment, stabilized subgrade, base rock, sidewalk, curb, gravity wall, bridge demolition and construction, drainage, electrical, sodding, fencing and striping.

Indian Trails Improvement District (2017) • Budget: \$3,248,888.54

Acreage park – Park Construction. Work on this project included clearing and grubbing, earthwork, stabilized subgrade, baserock, concrete curb and sidewalk, asphalt sidewalks, running track, 2 parking lots asphalt, stamped asphalt, drainage, water, sewer, electrical, sports lighting, 3 buildings including a concession stand, Amphitheatre and electrical building, sod, fence and striping.

City of Lake Worth (2018) • Budget: \$6,414,667.33

Lake Worth Neighborhood Road Program North J, K & M Streets – Road Construction. Work on this project included clearing and grubbing, earthwork, stabilized subgrade, baserock, concrete curb and sidewalk, milling, asphalt, stamped asphalt, drainage, new waterline, sod, fencing and striping.

Education & Certifications

UNIVERSITY OF CENTRAL FLORIDA, (Orlando, FL) – BACHELOR OF SCIENCE, 2008

ATSSA MOT – TRAFFIC CONTROL SUPERVISOR

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION – STORMWATER MANAGEMENT INSPECTOR



City of Delray Beach
Seacrest Blvd From NE 22nd Street to Gulfstream Blvd
ITBC No. 2019-027

LIST OF SUBCONTRACTORS

Irrigation - Windmill Sprinkler Co, Inc.

Electrical - Ferreira Construction Southern Division Co., Inc.

Cold-In Place Recycling - Asphalt Paving Systems

Survey - Engenuity Group, Inc.