



**BOARD OF COUNTY
COMMISSIONERS
HERNANDO COUNTY, FLORIDA
CONSTRUCTION CONTRACT**

This Contract, entered into this November 18, 2025 by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and Rogar Management & Consulting of FL, LLC Response hereinafter called CONTRACTOR. County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

**Hurricane Damaged Road Repairs on Cedar Lane
and Leisure Street ITB 25-
CG01109/JG
Hernando County, Florida**

ARTICLE 1 – CONTRACT DOCUMENTS

- 1.01** The Contractor shall furnish all labor, equipment and materials and perform the work above described for the amount stated above in strict accordance with this Contract and the Contract Documents, all of which are made a part hereof and designated as follows:

Solicitation Document ITB 25-CG01109/JG in its entirety including but not limited to all sections therein, exhibits, and the Solicitation-Offer-Award cover sheet

Solicitation
Introduction

Definitions and Solicitation Instructions
General Conditions
Special Conditions
Scope and Specifications
Fully-executed Construction Contract
Attachments

Exhibit A - Trench Safety Act Compliance
Exhibit B - Hernando County Employment Disclosure
Exhibit C – Grant Forms

- i. Buy America Certificates
- ii. Certification Regarding Debarment Suspension Ineligibility and Voluntary Exclusion
- iii. Disclosure of Lobbying Activities
- iv. Federal Non-Discrimination Provision
- v. Scrutinized Companies
- vi. DBE MBE WBE Statement of Good Faith Efforts
- vii. DBE MBE WBE SUB Statement Form

All addenda issued by the County prior to the receipt of bids and all supplementary drawings issued after award of the Contract become part of the Contract Document.

Amending and Supplementing Contract Documents:

The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by Change Order.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one (1) or more of the following ways:

- A. A Field Order;
- B. Engineer's approval of a shop drawing or sample; or
- C. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Agreement, Specifications, Drawings, Solicitation Instructions. Within the specifications the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

The Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.

All provisions required by law to be inserted in this Contract, whether actually inserted or not.

Exhibits to this Agreement (as follows):

- . Contractor's Bid
- . Documentation submitted by Contractor after the Notice of Award:
 - . Insurance Certificate
 - . Payment and Performance Bond

- 1.02** Amending and Supplementing Contract Documents: The Contract Documents may only be amended, modified, or supplemented as stated in the Solicitation Document, section titled "SPECIAL CONDITIONS", paragraph 16, titled "Changes in the Work; Claims". The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by change order.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one (1) or more of the following ways:

- A. A field order;
- B. Engineer's approval of a shop drawing or sample; or
- C. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

- 1.03** Resolving Conflicts, Errors and Discrepancies in the Contract Documents: In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Contract, Solicitation Document, drawings. Within the Solicitation Document the order of preference shall be as follows: addenda, general conditions, technical specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

The Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation he/she may deem necessary for the fulfillment of the intent of the plans and specifications as construed by him/her; the Engineer's decision shall be final.

ARTICLE 2 - THE ENGINEER

- 2.01** Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean **D. Todd Crosby, P.E.**, for the plans and specifications. **D. Todd Crosby, P.E., Project Manager, and J. Scott Herring, P.E.** will act as the County's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence:

For purposes of this Contract, all time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence.

3.02 Days to Achieve Substantial Completion and Final Payment:

Contractor agrees that the work will be complete and ready for final payment within **thirty days (30)** calendar days after the date indicated on the Notice to Proceed.

3.03 Liquidated Damages:

Contractor and County agree for each consecutive calendar day that the work remains incomplete after the date established for substantial completion and/or final completion, the County will retain from the compensation otherwise to be paid to the Contractor the sum of **nine hundred four dollars (\$904.00)** as liquidated damages. This liquidated damages amount is the minimum measure of damages the County will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks required to complete all work specified.

ARTICLE 4 – CONTRACT PRICE

4.01 County shall pay Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraphs below:

4.01.1 For all work other than unit price work, a lump sum of:

Lump Sum Items Hurricane Damaged Road Repairs on Cedar Lane and Leisure Street						
Cedar Lane – Hurricane Damage Repair						
Line Item	Item No.	Description	Qty	UOM	Unit Cost	Total Cost
1	101-1	MOBILIZATION	1	LS	\$25,000.00	\$25,000.00
2	102-1	MAINTENANCE OF TRAFFIC	1	LS	\$25,000.00	\$25,000.00
3	110-1-1	CLEARING & GRUBBING	1	LS	\$5,000.00	\$5,000.00
Leisure Street – Hurricane Damage Repair						
11	101-1	MOBILIZATION	1	LS	\$25,000.00	\$25,000.00
12	102-1	MAINTENANCE OF TRAFFIC	1	LS	\$25,000.00	\$25,000.00
13	110-1-1	CLEARING & GRUBBING	1	LS	\$5,000.00	\$5,000.00
Total of Lump Sum Items			One hundred ten thousand point zero			\$110,000.00

All specific cash allowances are included in the above price and have been computed in accordance with the Solicitation Document, section titled "SPECIAL CONDITIONS", paragraph 7.17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph B, titled "Allowances" item no. 2, titled "Cash Allowances".

- 4.01.2** For all unit price work, an amount equal to the sum of the established unit price for each separately identified item of unit price work times the estimated quantity of that item as indicated in this paragraph:

As provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 7.17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work", estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by County Designated Representative as provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 7.17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work". Unit prices have been computed as provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work".

Unit Priced Items Hurricane Damaged Road Repairs on Cedar Lane and Leisure Street						
Cedar Lane – Hurricane Damage Repair						
Line Item	Item No.	Description	Qty	UOM	Unit Cost	Total Cost
4	160-4	TYPE B STABILIZATION	2233	SY	\$24.00	\$53,592.00
5	285-70-6	OPTIONAL BASE GROUP 06	2233	SY	\$18.00	\$40,194.00
6	327-70-5	MILLING EXIST ASPH PAVT (2" AVG DEPTH)	333	SY	\$45.00	\$14,985.00
7	337-7-82	ASPH CONC FRICTION COURSE (SP-9.5) (TRAFFIC B) (PG76-22)	81	TN	\$500.00	\$40,500.00
8	570-1-2	BERMUDA GRASS SOD	447	SY	\$15.00	\$6,705.00
9	711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.028	GM	\$40000.00	\$1,120.00
10	711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.028	GM	\$40000.00	\$1,120.00
Leisure Street – Hurricane Damage Repair						
14	160-4	TYPE B STABILIZATION	1850	SY	\$24.00	\$44,400.00
15	285-70-6	OPTIONAL BASE GROUP 06	1850	SY	\$18.00	\$33,300.00
16	327-70-5	MILLING EXIST ASPH PAVT (2" AVG DEPTH)	333	SY	\$45.00	\$14,985.00
17	337-7-82	ASPH CONC FRICTION COURSE (SP-9.5) (TRAFFIC B)(PG76-22)	51	TN	\$500.00	\$25,500.00
18	570-1-2	BERMUDA GRASS SOD	400	SY	\$15.00	\$6,000.00
Total of Unit Priced Items			Two hundred eighty-two thousand four hundred one point zero			\$282,401.00
Total of Unit Priced and Lump Sum Items			Three hundred ninety-two thousand four hundred one point zero			\$392,401.00

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments:

Contractor shall submit Applications for Payment in accordance with the ITB, section titled “SPECIAL CONDITIONS”, paragraph 21, titled “Payments to Contractor and Completion”, subparagraph B, titled “Progress Payments”, subparagraph 1 titled “Application for Payments”, item A. Applications for Payment will be processed by County Designated Representative as provided in the Contract Documents.

5.02 Progress Payments; Retainage:

5.02.1 County shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Section 218.735, F.S., during performance of the work as provided in paragraphs below. All such payments will be measured by the Schedule of Values (and in the case of unit price work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements:

5.02.1.1 Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as County Designated Representative may determine or County may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:

5.02.1.1.1 Ninety-five percent (95%) of work completed (with the balance being retainage); and

5.02.1.1.2 Ninety-five percent (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).

5.03 Final Payment:

5.03.1 Upon receipt of the final Application for Payment accompanied by County Designated Representative’s recommendation of payment in accordance with the ITB, section titled “SPECIAL CONDITIONS”, paragraph 7.21, titled “Payments to Contractor and Completion”, subparagraph B, titled “Progress Payments”, subparagraph 1 titled “Application for Payments”, item a., County shall pay Contractor the remainder of the Contract Price as recommended by County Designated Representative, less any sum County is entitled to set off against County Designated Representative’s recommendation, including but not limited to liquidated damages.

5.03.2 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the work has been completed,

the Contract fully performed, and a final Certificate for Payment has been issued by the County Designated Representative.

ARTICLE 6 – INTEREST

All moneys not paid when due shall bear interest at the maximum legal rate.

ARTICLE 7 – VENDOR/CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce County to enter into this Contract Contractor makes the following representations:

- 7.01.1** Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.
- 7.01.2** Contractor has visited the Site and become familiar with and is satisfied with the general, local, and Site conditions that may affect cost, progress, and performance of the work.
- 7.01.3** Contractor is familiar with and is satisfied with all Federal, State, and local laws and regulations that may affect cost, progress, and performance of the work.
- 7.01.4** Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- 7.01.5** Contractor is aware of the general nature of work to be performed by County and others at the Site that relates to the work as indicated in the Contract Documents.
- 7.01.6** Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.01.7** Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 7.01.8** The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 8 – MISCELLANEOUS

8.01 Terms:

Terms used in this Contract will have the meanings stated in the Contract Documents.

8.02 Assignment of Contract:

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 Severability:

Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.04 This Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

ARTICLE 9 – CONTRACT PAYMENT

9.01 The County agrees to pay the Contractor for the faithful performance under this Contract for the agreed amount of Three hundred ninety-two thousand four hundred one point zero and Dollars (\$392,401.00) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

***THIS SPACE INTENTIONALLY LEFT BLANK
SIGNATURES ON NEXT PAGE***

OWNER/COUNTY:
HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS

By: BRIAN HAWKINS

Title: CHAIRMAN

[CORPORATE SEAL]

Attest: Douglas A. Chorvat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

CONTRACTOR

Rogar Management & Consulting of FL, LLC.

By: Javier Rodriguez

Title: Managing Member

[CORPORATE SEAL]

Attest: Randy Padilla

Title: Witnesss

Address for giving notices:

12011 SW 129th CT. Unit 5

Miami, FL 33186

Agent for service of process:

(If Contractor is a corporation or a partnership, attach
evidence of authority to sign.)

TRENCH SAFETY ACT COMPLIANCE FORM

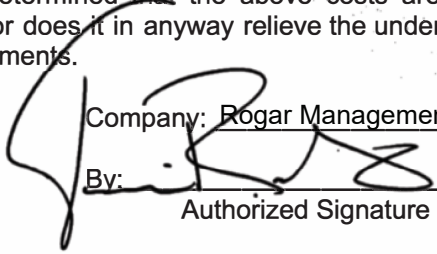
1. The Vendor/Contractor acknowledges the existence of the Florida Trench Safety Act at §553.60 through 553.64, Florida Statutes (current version) (hereinafter called the "Act") and the requirements established herein.
2. The Vendor/Contractor further acknowledges that the Act stabled the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State standard applicable to this project.
3. The Vendor/Contractor will comply with all applicable trench safety standards, during all phases of the work, if awarded the Contract, and will ensure that all subcontractors will also comply with the Act.
4. The Vendor/Contractor will consider the geotechnical information available from the County, from its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The Vendor/Contractor acknowledges that the County is not obligated to provide such information, that Vendor/Contractor is not to rely solely on such information if provided, and that Vendor/Contractor is solely responsible for the selection of the data on which he relies in designing said safety system, as well as for the system itself.
5. The Vendor/Contractor acknowledges that included in the total price in the Bid Form are costs for complying with the Florida Trench Safety Act, which is in effect as of October 1, 1990. The undersigned further identifies the costs to be \$ 1.00 per lineal foot.
6. The amount in Item 5 herein includes the trench safety compliance methods and the units of each safety measure. The unit costs and the unit prices are shown solely for the purpose of compliance with the procedural requirements of the Act.

	Trench Safety Compliance Method	Unit (LF, SY) LF	Quantity	Unit Cost	Extended Cost
A.	Silt Fence		2233	\$ 1.00	\$ 2,233
B.				\$	\$
C.				\$	\$
D.				\$	\$
TOTAL:					\$2,233.00

Use additional blank sheets to further itemize if more room is required.

7. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives have evaluated or determined that the above costs are adequate to comply with the applicable trench safety requirements, nor does it in anyway relieve the undersigned of his sole responsibility for complying all applicable safety requirements.

Company: Rogar Management & Consulting of FL LLC

By:  09/08/2025
Authorized Signature Date

This document should be completed and returned with your submittal.

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

09/04/2025

(date)

Hernando County
Purchasing and Contracts Department
15470 Flight Path Drive
Brooksville, FL 34604

The undersigned certifies that to the best of his/her knowledge:

Is any officer, partner, director, proprietor, associate or member of the business entity a former employee of Hernando County within the last two (2) years? No ☐ Yes ☒

Is any officer, partner, director, proprietor, associate or member of the business entity a relative or member of the household of a current Hernando County employee that had or will have any involvement with this procurement or contract authorization?

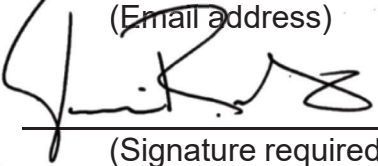
No ☐ Yes ☒

If the answer to either of the above questions is "Yes", complete the "Relatives and Former Hernando County Employees - Roles and Signatures" table (Part A and/or Part B, as applicable).

Bidder:

rogarllc@gmail.com

(Email address)



(Signature required)

Javier Rodriguez

(Print name)

Managing Member

(Print title)

12011 SW 129TH CT Unit #5 Miami FL 33186

(Address)

786-573-1872

(Phone)

305-397-2706

(Fax)

74-3148751

(Federal Taxpayer ID Number)

Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

1. My name is Javier Rodriguez and I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with Rogar Management & Consulting of FL LLC, a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion for labor or services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Javier Rodriguez, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Rogar Management & Consulting of FL LLC

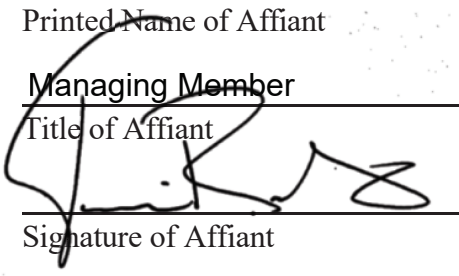
Name of Nongovernmental Entity

Javier Rodriguez

Printed Name of Affiant

Managing Member

Title of Affiant


Signature of Affiant

09/08/2025

Date

Relatives and Former Hernando County Employees – Roles and Signatures

Part A: Employees that left Hernando County in the last two years.

Employee Name/Signature	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
N/A			
Name: _____ Sign: _____ - Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ - Involved with proposal development for this procurement? No ☐ Yes ☐			
Name: _____ Sign: _____ - Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ - Involved with proposal development for this procurement? No ☐ Yes ☐			
Name: _____ Sign: _____ - Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ - Involved with proposal development for this procurement? No ☐ Yes ☐			

Part B: Identify officers, partners, directors, proprietors, associates or members of the business entity that are relatives or members of the household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this procurement of contract.

Firm Officer, Partner, Director, Proprietor, Associate or Member Name	Name and Relationship of Relative or Member of Household Employed at Hernando County	Role at Hernando County	Hernando County employee's Role with this Procurement

(Make copies of this form as needed to list additional employees.)

This document should be completed and returned with your submittal.

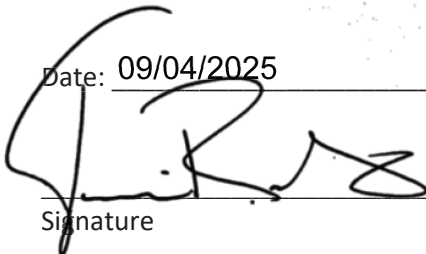
Buy America Certificates

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: 09/04/2025



Signature

Javier Rodriguez

Name

Rogar Management & Consulting of FL LLC

Company

Managing Member

Title

STATEMENT OF GOOD FAITH EFFORTS

The Bidder shall demonstrate the good faith efforts made to meet the DBE/MBE/WBE goals established as long as all of the requested information is included. Failure to include all requested information shall result in the bid being determined as nonresponsive to the DBE/MBE/WBE requirements.

The following list is not intended to be exclusive or exhaustive and the Owner will look not only at the different kinds of efforts the bidder has made, but also the quality, quantity, intensity and timeliness of those efforts. It is the responsibility of the bidder to exercise good faith efforts. Any act or omission by the Owner shall not relieve the bidder of this responsibility.

Criteria listed below are excerpted from Appendix A of 49 CFR 26, as amended. A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. Whether the Bidder attended the Pre-Bid conference, if held:

Attended _____ Not Attended _____ Not Held ☒

2. Whether and when the bidder provided written notice to all certified DBE/MBE/WBE's that perform the type of work to be subcontracted and advising the DBE/MBE/WBE's of the specific work the bidder intends to subcontract; that their interest in the contract is being solicited; and how to obtain information for the review and inspection of contract plans and specifications.

All letters from bidders to prospective DBE/MBE/WBE subcontractors must be post marked or fax recorded a minimum of 12 calendar days prior to bid opening.

3. Provide complete list of all DBE/MBE/WBE's solicited.

DBE/MBE/WBE SUBCONTRACTOR	DBE/MBE/WBE TYPE ¹	TYPE OF WORK
---------------------------	-------------------------------	--------------

N/A our Firm is DBE

4. Provide complete list of all DBE/MBE/WBE's who submitted bids which were not the low responsive bids.

DBE/MBE/WBE SUBCONTRACTOR	DBE/MBE/WBE TYPE ¹	TYPE OF WORK
---------------------------	-------------------------------	--------------

N/a

Note: 1 - Note: Women, Black American, Hispanic American, Native American, Asian-Pacific American, Subcontinent Asian-American, Asian-Indian, Other (Specify)

Javier Rodriguez

Name of Authorized Individual

Authorized Signature

09/08/2025

Date

Disadvantaged Business Enterprise (DBE)
Minority Business Enterprise (MBE)
Women's Business Enterprise (WBE)
Affirmation Statement

Prime Contractor/Prime Consultant: Rogar Management & Consulting of FL LLC

Telephone Number: 786-573-1872

Address: 12011 SW 129TH CT Unit 5 Miami FL 33186

I hereby certify that the above stated contractor/consultant is a (select one):

☒ DBE

☐ MBE

☐ WBE

☐ Non-DBE, MBE or WBE

Subcontractor Services List

Please list all subcontractors for services:

• Company Name: N/A

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE

☐ MBE

☐ WBE

☐ Non-DBE/MBE/WBE

• CompanyName: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE

☐ MBE

☐ WBE

☐ Non-DBE/MBE/WBE

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE

☐ MBE

☐ WBE

☐ Non-DBE/MBE/WBE

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE

☐ MBE

☐ WBE

☐ Non-DBE/MBE/WBE

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE

☐ MBE

☐ WBE

☐ Non-DBE/MBE/WBE

DISCLOSURE OF LOBBYING ACTIVITIES
(SECTION 1352, TITLE 31, U.S. CODE; 49 CFR, SECTION 20.100 (B))

Applicability: Contracts with Federal Funds

[375-030-34 Disclosure of Lobbying Activities](#)

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: _____

4. Name and Address of Reporting Entity
☒ Prime ☐ Subawardee Tier: _____ (if known)

Javier Rodriguez / Managing Member

12011 SW 129TH CT Unit #5 Miami FL 33186

Congressional district, if known: _____

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 Award Number, if applicable: _____

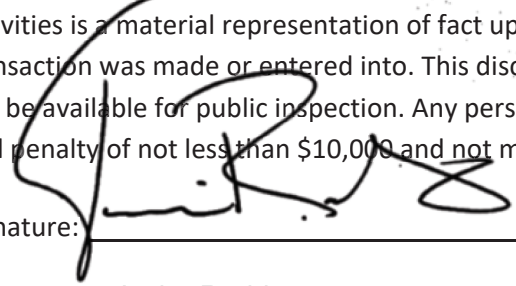
8. Federal Action Number, if known: _____

9. Award Amount, if known: _____

10. Name and Address of Lobbying Registrant (if Individual, last name, first name, MI)

11. Individuals performing services (including address if different from No. 10a)

Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: 

Print Name: Javier Rodriguez

Title: Managing Member

Telephone: 786-573-1872 Date (MM/DD/YYYY): 09/04/2025

INSTRUCTIONS FOR COMPLETION DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
10. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this solicitation and/or award, the Contractor shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)
11. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
12. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

ENVIRONMENTAL COMPLIANCE

In performing under this [solicitation/contract], [Proposer/Consultant/Contractor] shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

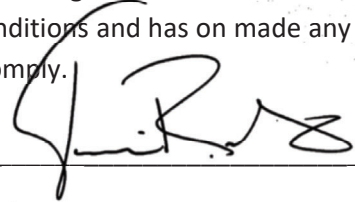
1. The National Environmental Policy Act (42 U.S.C. § 4321 et seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)

7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")
10. Executive Order 13112 ("Invasive Species")
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")
18. Rivers and Harbors Act (33 U.S.C. § 407)
19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")
20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

CONTRACTOR CERTIFICATION

The Javier Rodriguez [insert name of the signatory] on behalf of Rogar Management & Consulting of FL LLC [the contractor] is authorized to sign below and confirm the contractor is fully able to comply with these requirements, federal terms and conditions and has on made any inquiries and further examination of the law and requirements as is necessary to comply.

Date: 09/04/2025

Signature: 

Company Name: Rogar Management & Consulting of FL LLC

Name: Javier Rodriguez

Address: 12011 SW 129TH CT Unit #5
Miami FL 33186

Title: Managing Member

Email: rogarllc@gmail.com

Phone: 786-573-1872

SCRUTINIZED COMPANIES

(SECTIONS 287.135; SECTION 215.4725; 287.135; and 215.473, FLORIDA STATUTES)

Applicability: All Contracts

Respondent Vendor Name: Rogar Management & Consulting of FL LLC

Vendor FEIN: 74-3148751

Vendor's Authorized Representative Name and Title: Javier Rodriguez / Managing Member

Address: 12011 SW 129TH CT Unit #5

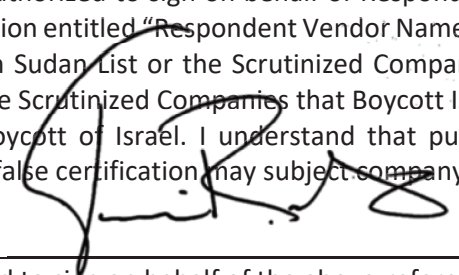
City: Miami State: Florida Zip: 33186

Phone Number: 786-573-1872

Email Address: rogarllc@gmail.com

Section 287.135, Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: 
who is authorized to sign on behalf of the above-referenced company.

Authorized Signature Print Name and Title: Javier Rodriguez / Managing Member

Date: 09/08/2025