Anyone wishing to view supporting documents for agenda items, please contact Tamara Melton, City Clerk: 941-932-9463 or cityclerk@cityofbradenton.com

**AGENDA**
**BRADENTON CITY COUNCIL MEETING**
8:30 a.m. Wednesday, April 26, 2023
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

# REVISED AGENDA

## 1. INVOCATION & PLEDGE

Vicar Kerri True with Trinity Lutheran Church

(The City does not endorse the religious beliefs of any speaker.)

## 2. MEETING CALLED TO ORDER

## 3. PROCLAMATIONS

## 4. PRESENTATIONS

## 5. CITIZEN COMMENTS

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the City.

## 6. CONSENT AGENDA

a) Administrative Services: Piggyback PB-23-008MK with Air Mechanical & Service Corp.
PB-23-008MK with Air Mechanical & Services Corp.

b) Administrative Services: Piggyback PB-23-009NT with Evoqua Water Technologies, Inc.
PB-23-009NT with Evoqua Water Technologies, Inc.

c) Administrative Services:

Resolution 23-47- SHIP 2023-2026 Local Housing Assistance Plan (LHAP)
Resolution 23-47

d) Administrative Services: Resolution 23-48 - Public Works Commercial Driver's License Bonus Program Amendment

Resolution 23-48

e) City Administration: Memorandum of Understanding with ISM USA, LLC for the Bradenton Area River Regatta
2024 and 2025 Regatta Memorandum of Understanding

f) Event Review Committee: Bradenton Riverwalk Holiday of the Arts
Bradenton Riverwalk Holiday of the Arts Application and Site Plan

g) Event Review Committee: Bradenton Riverwalk Fine Art Festival
Riverwalk Fine Art Festival Application and Site Plan

h) Legislative: Resolution 23-48 - MPO Citizens Advisory Committee Reappointment
Resolution 23-48

i) Public Works & Utilities: Piggyback PB-23-005-KC with Woodruff & Sons, Inc.
PB-23-005KC with Woodruff & Sons, Inc.

j) Public Works & Utilities: Piggyback PB-23-006-KC with Woodruff & Sons, Inc.
PB-23-006KC with Woodruff & Sons, Inc.

## 7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

## 8. NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

a) Planning & Community Development: Presentation on Current Code Enforcement Activities

b) City Administration: Letter of Intent for the Building Located at 1111 3rd Avenue West

c) City Administration: Engagement Letter with Nabors Giblin & Nickerson, P.A.
Engagement letter with Nabors Giblin & Nickerson P.A.

d) City Administration: Personnel Action

## 9. UNFINISHED BUSINESS

## 10. COUNCIL REPORTS

## 11. DEPARTMENT HEAD REPORTS

## 12. ADJOURN

***RULES OF PROCEDURE***
***FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL***

Please place all cell phones on silent!

PRIOR TO COUNCIL MEETING: Appointments on the agenda, all items from Department Directors and other interested parties must be submitted before 4:30 p.m. on the Wednesday preceding the Council meeting. Anyone wishing to be placed on the agenda must contact Tamara Melton, City Clerk, at City Hall by phone 941-932-9463 or email: tamara.melton@bradentonfl.gov and give their name, business name (if applicable), whether they are resident taxpayers of the City and their business before Council. Appearances before Council will be authorized by the Mayor or Councilperson in charge of the meeting. NOTE: The Mayor may ask a city department to look into an issue prior to the meeting to see if the issue can be resolved. If the Mayor or Councilperson in charge of the meeting feels the request is justified, they will instruct the City Clerk as to its placement on the agenda.

Non-Discrimination Statement: The City of Bradenton prohibits discrimination in all of its services, programs or activities on the basis of race, color, age, disability, sex, national origin, religion, genetic information or marital status. Persons with a disability needing a reasonable accommodation to participate in, or who require assistance or an alternative means for communication of program information such as Braille, large print, etc., should contact as soon as possible, but at least 48 hours in advance:

City of Bradenton
ADA/Title VI Coordinator
101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9400
TTY: 7-1-1 or 1-800-955-8771

La ciudad de Bradenton proveera servicio de interprete a las personas quienes su primer lenguage no es el ingles. Si necesita estos servicios, usted o su representante puede comunicar al ADA/Title VI Coordinator, 101 Old Main Street, Bradenton, FL 34205. Tambien puede llamar al (941) 932-9470 o enviar correo electronico a ADACoordinator@cityofbradenton.com

*AT COUNCIL MEETING:*

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the City. Citizen comment related to any public hearing item shall be provided during the duly noticed public hearing in order to maintain an accurate record of the proceedings. All citizen comments related to quasi-judicial items are required to be under oath and such comments will be invited to be presented during the duly noticed public hearing for such items.

If an individual (or agent) wishes to address the City Council, they should complete a comment card available at the back of the Chamber and submit such card to the City Clerk.

At the appropriate time during the meeting, the Mayor will call speakers to come forward. After being recognized by the Mayor, the individual should come to the podium and, for the public record, state their name and address, and then provide any relevant comments or testimony related to the item they wish to address. In the case of an agent, they shall identify themselves and the party they represent. The speaker should then proceed to state their position or present their information.

An individual appearance for citizen comment will be limited to three (3) minutes unless additional time is permitted by the Mayor or consensus of the Council. Additional time will be allowed (up to 10 minutes at the discretion of the Mayor or consensus of the Council) for public hearing items if the speaker is officially representing a group of five or more people, provided that written authorization is provided that the person is authorized to speak on behalf of the group.

*Note: If handouts are being distributed, please provide a minimum of ten (10) copies to the City Clerk. If you wish to display a drawing or rendering, contact Tamara Melton, as indicated above, prior to the meeting. Any submissions commented on, photographs, letters, renderings, etc. will be kept by the City Clerk for the official record.*

PURSUANT TO FLORIDA STATUTE 286.0105: If an individual decides to appeal any decision made by the board, council, agency, or commission at this meeting, such individual will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**PLEDGE OF PUBLIC CONDUCT** We, the Mayor, City Council and Employees of the City of Bradenton, agree to: *Establish a process to promote positive interaction among ourselves and the citizens of Bradenton in a positive and non-threatening environment. *Encourage visible, involved and active participation among all. *Promote improved communication through active listening, providing feedback and honest expression of ideas. *Utilize consensus for decision making. *We realize that though we may disagree, we will be respectful of each other. *We will direct all comments to the issues and will avoid personal attacks.

**AGENDA ITEM NO. 6.a**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** April 26, 2023

**SUBMITTED BY:** Marcus Kerber, Administrative Services

**ITEM TYPE:** Agreement

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** Piggyback PB-23-008MK with Air Mechanical & Service Corp.

**SUGGESTED ACTION:** Approve the Agreement for Mayor's signature.

**Is this item Quasijudicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
Air Mechanical & Service Corp agrees to enter into an agreement with the City of Bradenton, Florida, to provide the City of Bradenton with HVAC mechanical services. This agreement is in full compliance with all terms and conditions, including pricing, of the School Board of Sarasota County ITB No. 23-0171 and Air Mechanical & Service Corp.

**FINANCIAL IMPACT:**
To be utilized and funded through the operating budget.

**ATTORNEY REVIEW/RECOMMENDATION:**
Reviewed and edited by Attorney Rudacille.

**SUGGESTED MOTION:**
Motion to approve Agreement PB-23-008MK with Air Mechanical & Service Corp.

**ATTACHMENTS:**
PB-23-008MK with Air Mechanical & Services Corp.

**CITY OF BRADENTON**
**BRADENTON, FLORIDA**

**AGREEMENT PB-23-008 MK BETWEEN THE CITY OF BRADENTON AND AIR MECHANICAL & SERVICE CORP**

Air Mechanical & Service Corp agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with HVAC mechanical services. This agreement is in full compliance with all terms and conditions, including pricing, of the School Board of Sarasota County ITB No. 23-0171, and Air Mechanical & Service Corp.'s response thereto, attached hereto and incorporated herein as Exhibit "A," for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through April 26, 2024, with the following modifications:

1. All references to "School Board of Sarasota County" or "School Board" shall be replaced with "City of Bradenton, Florida."

2. All references to "Director of Materials Management" and "Superintendent" shall be replaced with "Public Works and Utilities Director."

3. All invoices shall be submitted as follows: email invoices to pwpurchasing@bradentonfl.gov.

4. Any notices required to be sent to the City shall be sent to Jim McLellan, City of Bradenton Public Works and Utilities Director, 1411 9th Street West, Bradenton, Florida 34205.

5. The Venue provision on page 7 of the ITB shall be revised to reflect that the venue for any disputes arising under the Agreement shall be in the Twelfth Judicial Circuit in and for Manatee County, Florida.

6. The Public Records provision on page 9 of the ITB shall be deleted and replaced with the following:

To the extent applicable, Contractor shall comply with the requirements of Florida's Public Records laws, specifically including the following:

a. Contractor shall keep and maintain public records required by the City in order to perform the service;
b. Upon request from the City, provide the City 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 Florida Statutes, Chapter 119, or as otherwise provided by law;
c. Contractor shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Contractor does not transfer the records to the City;
d. Contractor shall upon completion of the agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the agreement, 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 agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City; and
e. Contractor acknowledges that all information relating to the agreement are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**City Clerk**
**Phone: (941) 932-9400**
**Email: Cityclerk@Cityofbradenton.com**
**Mailing Address: 101 Old Main Street – Bradenton, FL 34205**

7. The E-Verify provision on page 10 of the ITB shall be deleted and replaced with the following:

> Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this agreement. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this agreement. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the City.

8. The Insurance Requirements on pages 11 – 12 of the ITB shall be deleted and replaced with the following:

> Before performing any services, Contractor shall procure and maintain, during the life of the agreement, unless otherwise specified, the insurance listed below. The insurance policies shall be primary and written on forms acceptable to the City and placed with the insurance carriers approved and licensed by the State of Florida Office of Insurance Regulation and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII."
>
> The City, its officers, agents, and employees, shall be named as additional insureds on all policies required (excluding worker's compensation). No changes may be made to these specifications without specific prior written approval of the City. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
>
> A) **Workers' Compensation/Employers Liability:**
>
> Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the agreement which are customarily insured under Part One of the standard Workers' Compensation Policy.
>
> Part Two - The minimum amount of coverage required by the agreement which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident) $100,000
(Disease-Policy Limit) $500,000
(Disease-Each Employee) $100,000

B) **Commercial General Liability.**

The limits are to be applicable only to services performed under the agreement and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:
Products/Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any One Fire) $Nil
Medical Expense (Any One Person) $Nil

**ADDITIONAL INSURED**: The City of Bradenton, a political subdivision of the State of Florida shall be specifically named as additional insured on the Commercial General Liability Policy.

C) **Business Auto Policy**

Each Occurrence Bodily Injury and
Property Damage Liability Combined $300,000
Annual Aggregate (if applicable) $1,000,000

**ADDITIONAL INSURED**: The City of Bradenton, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Business Auto Policy.

D) **Certificates of Insurance and Copies of Policies**

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before services begin. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the agreement. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the agreement, including any warranty periods.

E) **Complete Policies**:

The entire and complete insurance policies required herein shall be provided to the City on request. If the initial insurance expires prior to the completion of services by the Contractor, renewal certificates of insurance and required copies of policies shall be furnished by the Contractor and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the City in connection with any claim against the Contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Contractor or its sureties to the City, or to any workers, suppliers, material men or employees in relation to the agreement.

F) By way of its execution of the agreement, Contractor:

a. Represents that Contractor maintains, and will maintain during the term of the agreement, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to the City; and

b. Agrees that insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of the Contractor to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the agreement, which may result in immediate termination.

G) Certification Requirements – In order for the certificate of insurance to be accepted it must comply with the following:

a. The certificate holder shall be:
The City of Bradenton, A political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865
Reference: City of Bradenton

b. Certificate shall be mailed and emailed to:
The City of Bradenton
101 Old Main Street
Bradenton, FL 34205
Attn: Marcus Kerber
Marcus.kerber@bradentonfl.gov

This Agreement is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of

such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

Mark Castellano, Vice President/Branch Manager
Air Mechanical & Service Corp

3/30/2023
Date

Gene Brown, Mayor
City of Bradenton

Date

Jim McLellan

04/19/2023
Date

Jim McLellan, Manager
City of Bradenton

3753706v1

**Materials Management**
Purchasing Department
101 Old Venice Road, Osprey, FL 34229
Phone 941-486-2183 ▪ Fax 941-486-2188
SarasotaCountySchools.net

**SCHOOL BOARD APPROVED 1/17/23 AGENDA ITEM NO. 15**

# MEMORANDUM

**TO:** **Members of the School Board**
**Christopher Renouf, Superintendent**
**Bonnie Penner, Assistant Superintendent Chief Financial Officer**

**FROM:** **Tracy Brizendine, Director of Materials Management**

**TITLE:** **APPROVAL TO AWARD BID #23-0171 FOR HVAC MECHANICAL SERVICES**

Bids to provide 'HVAC Mechanical Services' were received from five vendors on December 1, 2022. The bids of Air Mechanical & Service Corp, Climate Control Mechanical Services, Inc., McCloskey Mechanical Contractors, and Trane U.S. Inc., were the best low bids meeting the advertised specifications based on a sealed scenario. The bid of Daikin Applied Americas Inc. d/b/a Daikin Applied was non-responsive to the requirement of submitting a completed service personnel form and completed bid form. This bid is for a period of one year with an option to renew for two additional one-year periods. The funds for these purchases are contained in the budget allocated to the Facilities Services Department.

**Requested by:**
Don Hampton

"Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120. Florida Statutes."

Posting Date: 1/10/23

**Financial Impact:**
Not to exceed:
$1,300,000.00

**Recommended Motion:** That the bid of Air Mechanical & Service Corp, Climate Control Mechanical Services, Inc., McCloskey Mechanical Contractors, and Trane U.S. Inc., for 'HVAC Mechanical Services' in an amount not to exceed $1,300,000.00 be approved as presented.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Tabulation for HVAC Mechanical Services - Bid #23-0171 Opened on November 15, 2022 at 2:00 p.m.

| Cost to provide all materials, labor, supervision, fuel, travel, equipment, tools, etc., for HVAC mechanical installation, maintenance, and repair services: | | **Air Mechanical & Service Corp** | **Climate Control Mechanical Services, Inc.** | Daikin Applied Americas Inc. d/b/a Daikin Applied | **McCloskey Mechanical Contractors** | **Trane U.S. Inc.** |
|---|---|---|---|---|---|---|
| HOURLY RATES | | **Price per Hour** | **Price per Hour** | Price per Hour | **Price per Hour** | **Price per Hour** |
| 1. | Journeyman standard working hours (Monday through Friday 7:00 A.M. through 5:00 P.M.); hourly rate. | **$85.00** | **$100.00** | | **$75.00** | **$145.00** |
| 2. | Journeyman, non-standard working hours (Monday through Friday prior to 7:00 A.M. and after 5:00 P.M., and Saturday and Sunday); hourly rate. | **$100.00** | **$125.00** | | **$102.00** | **$218.00** |
| 3. | Helper, standard working hours (Monday through Friday 7:00 A.M. through 5:00 P.M.); hourly rate. | **$70.00** | **$80.00** | | **$55.00** | **$145.00** |
| 4. | Helper, non-standard working hours (Monday through Friday prior to 7:00 A.M. and after 5:00 P.M., and Saturday and Sunday); hourly rate. | **$85.00** | **$95.00** | | **$75.00** | **$218.00** |
| MATERIALS | | | | | | |
| 5. | Materials shall be billed at net cost. Include a percentage allowed for overhead and profit. MAXIMUM 15%. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the supplier must be included with all billings to the SBSC for materials in order to verify markup. | **15%** | **15%** | | **15%** | **15%** |
| SUBCONTRACTED SERVICES | | | | | | |
| 6. | Subcontracted services for HVAC mechanical installation, maintenance, and repair services to be billed at net cost. Include a percentage allowed for overhead and profit. MAXIMUM OF 15%. No mark-up of sales tax allowed. A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings to the SBSC. | **15%** | **15%** | | **10%** | **15%** |

| Cost to provide all materials, labor, supervision, fuel, travel, equipment, tools, etc., for HVAC mechanical installation, maintenance, and repair services: | | **Air Mechanical & Service Corp** | **Climate Control Mechanical Services, Inc.** | Daikin Applied Americas Inc. d/b/a Daikin Applied | **McCloskey Mechanical Contractors** | **Trane U.S. Inc.** |
|---|---|---|---|---|---|---|
| RENTAL EQUIPMENT | | | | | | |
| 7. | Rental equipment to be billed at net cost. Rental is for active use of equipment. Payment for inactive use will not be allowed. Include a percentage allowed for overhead and profit. MAXIMUM OF 15%. No mark-up of sales tax allowed. A copy of the itemized rental equipment invoice must be included with all billings to the SBSC. | **15%** | **15%** | | **10%** | **15%** |
| Contact | | **Mark Castellano** | **Larry A. Booth, Jr.** | Thomas Mayhew | **Tyler Feriod** | **Michael Rolfes** |
| Address | | **2700 Avenue of the Americas** | **2695 NW 4th Street** | 1911 US Highway 301 N, Suite 300 | **5748 S Semoran** | **902 North Himes Ave** |
| | | **Englewood, FL 34224** | **Ocala, FL 34475** | Tampa, FL 33619 | **Orlando, FL 32837** | **Tampa, FL 33609** |
| Phone | | **941-475-3715** | **352-291-0185** | 813-621-8440 | **407-674-6500** | **813-877-8251** |
| Fax | | **941-475-3725** | **352-570-0208** | 813-621-6979 | | |
| Federal ID | | **59-2158092** | **59-3740395** | 41-0404230 | **22-2615683** | **25-0900465** |
| Email | | **mcastellano@amsco-ac.com** | **Abooth@InTec360.com** | service.tampa@daikinapplied.com | tferiod@mccloskey | **stephanie.levin@trane.com** |
| | | Recorded by: David Deller Witnessed by: Maria L. Hernandez-Ron | | | | |

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
JUSTIFICATION FOR AWARD TO OTHER THAN APPARENT LOW BIDDER

HVAC Mechanical Services - Bid #23-0171 Opened December 1, 2022 at 2:00 p.m. EST

| Item # | Vendor | Justification |
|---|---|---|
| All | Daikin Applied Americas Inc.<br>d/b/a Daikin Applied | Non-responsive to the bid requirement of submitting a completed service personnel form and completed bid form. |

This document has been prepared with Adobe Acrobat Pro DC 2019. If you have an older version of Acrobat and experience difficulty reading the downloaded document, you may need to download a current version from Adobe.com.

Sarasota County School Board has partnered with VendorLink, a user-friendly, internet portal that allows vendors to view and download solicitations at no cost, provides electronic registration at https://www.myvendorlink.com/common/register.aspx, and automatic notification of solicitation opportunities. All proposers will be required to register with basic information about their business to select specific commodity codes for the goods and service they provide.

*Please Note:*
From time to time, addenda may be issued to this solicitation. Any such addenda will be posted at www.myvendorlink.com

If you obtain our solicitation documents from any other source, we cannot guarantee that you will automatically receive subsequent notifications of addendums by email. In order to assure that you are automatically notified, you must visit the VendorLink website to open and download the documents. The district will not be responsible if you fail to receive any and all addendums if you obtain the original documents from another source.

Written questions regarding **HVAC MECHANICAL SERVICES – BID #23-0171** are due prior to **2:00 p.m. EST on November 15, 2022 .** Written questions must be submitted by mail, fax or e-mail to:

Maria L. Hernandez-Ron, Buyer
Materials Management
The School Board of Sarasota County, Florida
101 Old Venice Road
Osprey, FL 34229
Fax: 941-486-2188
Email: Maria.Hernandez-Ron@sarasotacountyschools.net

**Following School Board action we will provide all respondents with the tabulation and award documents via email.**

## NOTICE TO PROPOSERS

## DELIVERY OF OVERNIGHT PACKAGES DOES NOT ALWAYS OCCUR TO:

## THE SCHOOL BOARD OF SARASOTA COUNTY
## OSPREY, FLORIDA, 34229

**Your solicitation will not be considered if not received prior to stated solicitation opening date and time.**

Please cut along the borderline and attach this "Sealed Solicitation" label to the outside of your solicitation response package.

**SEALED SOLICITATION - D O N O T O P E N---SEALED SOLICITATION - D O N O T O P E N**

From: _____

Address: _____

_____

**Deliver To: Purchasing Office**
**The School Board of Sarasota County, Florida**
**101 Old Venice Road**
**Osprey, Florida 34229**

**TITLE: HVAC MECHANICAL SERVICES - BID #23-0171**

**SOLICITATION TO BE OPENED ON: DECEMBER 1, 2022 AT: 2:00 P.M. EST**

**SEALED SOLICITATION - D O N O T O P E N---SEALED SOLICITATION - D O N O T O P E N**

**MATERIALS MANAGEMENT**
PURCHASING DEPARTMENT
101 Old Venice Road, Osprey, FL 34229
941-486-2183 ▪ Fax 941-486-2188
SarasotaCountySchools.net

**INVITATION TO BID**

**ISSUE DATE:** November 8, 2022

**SOLICITATION TITLE:** HVAC Mechanical Services – Bid #23-0171

**SUBMITTALS MUST BE RECEIVED AND TIME STAMPED PRIOR TO:** December 01, 2022 at 2:00 p.m. EST

**SEALED SOLICITATION:** Sealed solicitations will be received in the Purchasing Office of the Materials Management Department until the date and time as indicated above. Solicitations will be opened and recorded. All offerors and the general public are invited to attend. All solicitations shall be submitted in sealed packages and mailed or delivered to the School Board of Sarasota County, Purchasing Office, 101 Old Venice Road, Osprey, Florida 34229. The outside of the package shall plainly identify the submittal by: TITLE, TIME AND DATE OF SOLICITATION OPENING. It is the sole responsibility of the offeror to ensure that their submittal reaches the Purchasing Office before the closing date and hour as shown above. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of the contract.

Solicitations received after the scheduled time for opening will not be considered. Any solicitation packages received late will be returned to the sender unopened at their expense**.**

**POSTING:** Recommended awards will be posted at the Purchasing Office and on the School District website: www.sarasotacountyschools.net/departments/purchasing and www.myvendorlink.com on or about: January 10, 2022.

**BOARD ACTION DATE:** Results will be presented for Board action at 1960 Landings Boulevard, Sarasota, Florida, at 6:00 p.m. EST on: January 17, 2022.

Chapter 120 Florida Statutes: Recommended awards will be posted for review by interested parties at the location where submittals were opened and remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by School Board Rule 7.701, within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Copies of this procedure are available from the Materials Management Department.

Please indicate in the space provided whether or not your company meets the drug-free workplace certification. This information is required to determine tie procedures as outlined in the ITB specifications.

_____ **Does** meet drug-free workplace certification.
_____ **Does not** meet the drug-free workplace certification.

**Prices are firm for re-orders for 12 months after award of ITB**
**DELIVERY OR COMPLETION _____ calendar days after receipt of purchase order.**

**CERTIFICATION**

The proposer hereby agrees that he/she read and thoroughly understands the terms, conditions and specifications as contained in this solicitation, and further, the items of material, or services offered meet the required minimum specifications, to provide the services and/or items, at the prices proposed, pursuant to the requirements of this document. By signing, "I have read, understand, and agree to all terms and conditions herein and as proposed."

| | |
|---|---|
| Company Name | Address |
| Proposer's Printed Name | City |
| Proposer's Signature | State Zip |
| Title | Telephone |
| Date | Fax |
| Federal I.D. Number | Email |

## INVITATION TO BID

This solicitation, General Conditions, Instructions to Offerors, Special Conditions, Specifications, Addenda and/or any other pertinent documents form a part of this solicitation and by reference are made a part thereof.

**PURPOSE:** It is the purpose and intent of this solicitation to secure submittals for services as listed herein for the School Board of Sarasota County, Florida, hereinafter called the School Board. Services shall be provided by the approved offeror, hereinafter called the Contractor.

**CONTRACT TERMS:**

a. A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida.
b. Contractors providing service under this contract assure the School Board that they are conforming to and otherwise complying with the following, as applicable:
    1. The Civil Rights Act of 1964, as amended.
    2. Clean Air and Water Pollution Acts, 42 U.S.C. 7401-7671q.
    3. Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
    4. Executive Order 11738.
    5. EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
    6. Federal, state and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment and 2CFR 200.317 – 200.326, if applicable.
    7. Energy Policy and Conservation Act, 42 U.S.C. 6201.
    8. Funding Agreement (Rights to Inventions) 37 CFR Part 401.
    9. Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.
    10. Equal Employment Opportunity, 41 CFR Part 60.
    11. Copeland “Anti-Kickback” Act, 40 U.S.C. 3145, as supplemented by the Department of Labor Regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by loans or grants from the United States”.)
    12. Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5), as applicable.
c. State sales and use tax certificates of exemption forms will be issued upon request. No tax fee shall be included in prices.
d. The Contractor shall retain all books, records and other documents relative to this contract for three years after final payment. The School Board, its authorized agent and/or state/federal representative shall have full access to and right to examine any of said materials at any time. If an investigation or audit is in progress, records shall be maintained until all matters regarding said records are closed.

By signing this contract, the Contractor certifies that it is in compliance with, and/or will comply with, the aforementioned terms specifically mentioned, as well as all other municipal, county, state and federal requirements and regulations.

**CONTRACT DURATION:** The duration of a contract resulting from this solicitation shall be for a period indicated in specifications with the option to renew for two additional one-year periods based on mutual agreement of both parties, unless otherwise specified.

**CONTRACT DEFAULT:** In the event the Contractor fails to enter into a contract with the School Board on the basis of the submittal, such action shall constitute a default of this agreement. Further default may be declared by the School Board if the Contractor violates the terms of the submitted document in any manner. Upon default of this agreement and/or any agreement resulting from this agreement, the School Board shall be entitled to pursue all remedies available at law and/or in equity, including, but not limited to, the recovery of damages equaling the difference of the submitted price and the price the School Board subsequently pays to secure performance from other sources. Damages may be assessed and deducted against any funds due and owing to the Contractor.

In the event any litigation occurs between the parties as a result of the contract, the prevailing party shall be entitled to recover reasonable attorney’s fees and court costs for any such action.

At the discretion of the School Board, any Contractor found in default of this agreement and/or any agreement resulting from this agreement, shall be removed from the Contractor list for a period of up to three (3) years from the date of said default. Default under this agreement and/or any other agreement(s) in which the School Board has contracted with the Contractor, may also, at the discretion of the School Board, result in termination of any other such agreement(s).

**EXTENSION OF CONTRACT:** Prior to the expiration of any contract resulting from a successful submittal, the School Board, at its discretion, may require an extension of said contract for a period, which shall not exceed the original termination date by more than 90 days. The price in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

**TERMINATION OF CONTRACT:** This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Materials Management or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of these terms. The Contractor shall have a period of time, as determined by the School Board, to remedy any noncompliance to offered terms and specifications. The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board. The School Board delegates the authority to terminate the contract to the Superintendent or designee. At the discretion of the School Board, the Contractor may be removed from future solicitation opportunities for a period up to three (3) years.

**PUBLIC ENTITY CRIMES:** Per the provisions of Florida Statute 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, 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 Florida Statute 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list."

The Offeror certifies, by submission and signature of this solicitation, that neither the offeror, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

**FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).

a. The prospective lower tier participant certifies, by submission and signature of this submittal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
b. 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 solicitation.

**LOBBYING:** Contractors are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this solicitation. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract. Any Contractor or any individuals that lobby on behalf of the Contractor during the time specified will result in rejection or disqualification of said solicitation.

**BYRD ANTI-LOBBYING AMENDMENT:** Contractors that apply or propose for an award of $100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress with or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

**PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** In accordance with Section 287.135 of the Florida Statutes, "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more." This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Section 215.473 defines a company, or affiliates of such entities or business associations, that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those

related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473 and is not engaged in business operations in Cuba or Syria or has not been complicit in the genocidal campaign in Darfur. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Cuba or Syria or has not been complicit in the genocidal campaign in Darfur. The School Board may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on one of the aforementioned lists.

**FLORIDA PREFERENCE**: Pursuant to Florida Statute 287.084, award recommendations shall make appropriate adjustments to pricing when considering bids from bidders having a principal place of business outside the State of Florida. If applicable, all bidders must complete and submit the Bidder's Statement of Principal Place of Business form with the response to this solicitation. Failure to comply shall render a bid non-responsive to the terms of this solicitation. This preference does not apply to purchases using Federal Funds.

**THE U.S. DEPARTMENT OF AGRICULTURE'S "BUY AMERICAN" PROVISION:** Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the programs. The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, **substantially** using agriculture commodities that are produced in the United States.

The word "substantially" is defined as over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

**MINORITY, SMALL, AND WOMEN OWNED BUSINESSES:** Sarasota Schools encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority-owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

**BACKGROUND SCREENING:** As required by The Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any Contractors' employees/independent Contractors or Subcontractors' employees/independent Contractors **will have access to school grounds when students are present, have direct contact with students, or have access to control of school funds,** such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s. 1012.465, Florida Statutes]

The requirements of this law must be met in order for the School Board to contract with your company. By responding to this solicitation, you agree to abide by all Sarasota County School Board policies and procedures regarding The Jessica Lunsford Act. There is a fingerprinting fee associated with these procedures. Refer to the School Board website www.sarasotacountyschools.net, Jessica Lunsford Act. This website is updated as policies and procedures are put in place.

**POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:** Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractors' employees/independent Contractors or its Subcontractors' employees/independent Contractors will not be tolerated on School Board property. If any employee/independent Contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School Board property, said employee/independent contractor shall be removed and terminated from the project by the Contractor. If a Subcontractor fails to terminate said employee/independent Contractor, the Contractor shall terminate its agreement with the Subcontractor for the project. If the Contractor fails to terminate said employee/independent Contractor or fails to terminate the agreement with the Subcontractor who fails to terminate said employee/independent Contractor, this Contract may be terminated by the School Board.

**DISCRIMINATION:** Any entity or affiliate who has been placed on the Florida State's discriminatory offeror list may not submit an offer on a contract to provide goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit an offer on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**SAFETY DATA SHEET:** The manufacturer, importer, or distributor of a toxic substance will provide a safety data sheet with his/her offer.

**SAFETY PRECAUTIONS:** The Contractor shall be responsible for the provision of adequate and proper safety precautions for the workmen and all persons in or around the work area.

**OCCUPATIONAL SAFETY HAZARDS ACT REQUIREMENTS:** The offeror certifies that all material, equipment, etc., contained in this offer meets all Occupational Safety Hazards Act (OSHA) requirements. The offeror further certifies that, if he/she is the successful Contractor, and the material, equipment, etc., delivered is subsequently found to be in non-compliance with any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with aforementioned requirements shall be borne by the Contractor. Failure of the Contractor to bring any and all material, equipment, etc., contained in a particular offer, in conformity with all OSHA requirements, shall constitute default under this agreement.

**PERSONAL INJURY AND PROPERTY DAMAGE**: The Contractor assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.

**PURCHASE ORDER AGREEMENT:** This solicitation, offer, and the purchase orders issued hereunder constitute the entire agreement between the School Board and the Contractor awarded the solicitation. No modification of this solicitation shall be binding on the School Board or the offerors unless mutually agreed upon in writing by the parties. A minimum of 30 days must be allowed after School Board approval to receive a purchase order if awarded the solicitation.

**PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the Contractor(s), purchases may be made under this solicitation by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

**SUBMISSION AND RECEIPT OF SOLICITATIONS:**

a. Unless otherwise specified, offerors must use the form(s) furnished by the School Board. Failure to do so may cause the submittal to be rejected.
b. Original solicitations shall include all required attachments and requested documentation.
c. Submittals shall be typewritten or completed in ink.
d. Erasures are not acceptable on submittals. If changes are necessary, strike out or draw a line through the incorrect price and write the correct price above. **The offeror must initial all changes**.
e. Submittals must be signed in ink by an officer or employee having the authority to bind the company or firm.
f. The School Board will receive sealed submittals until the date and time indicated on the solicitation cover. Submittals must be delivered to the Purchasing Office at the stated address and will be opened at the stated time. The outside of all submittals must be clearly marked with the solicitation name and opening date. Submittals received in unidentifiable envelopes are sent at the offeror's risk. Submittals received after the date and time of the solicitation opening will be date stamped and returned to the offeror at their expense**. It will be the offerors' responsibility to get the submittal to the correct location on time.**
g. For purposes of evaluation, the offeror must indicate any variances from specifications. If variations are not stated in the submittal, it will be assumed that the product or service fully complies with the specifications.
h. Conflict of interest: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All offerors must disclose with their submittal the name of any officer, director or agent who is also an employee of the School Board.

**SUBMITTAL OF A SOLICITATION:** The submittal of a solicitation shall constitute an irrevocable offer to contract with the School Board in accordance with the terms of said solicitation. The offer may not be withdrawn or altered until or unless rejected or not accepted by the School Board except as provided below. Accuracy of all prices and statements contained in the submittal is the responsibility of the offeror, and no change or cancellation thereof may be made. The Director of Materials Management or designee reserves the right to ask the offeror for clarification. In addition, purchasing staff will review the line-by-line prices. Accuracy of additions and extensions, brands and compliance with all instructions will be reviewed in order to ascertain that the offer is made in accordance with the terms of the solicitation. School officials who find any errors in calculations will make adjustments and corrections. Offerors shall normally be held to their submittal but in the event of an error or if an obvious omission is discovered in the submitted document, offerors may request in writing the opportunity to withdraw their submittal. Offerors shall include in their written request sufficient evidence to document that the error or omission was unintentional. Actual original copies of working papers, calculations, etc., may be required at the Director of Materials Management's discretion to support such a request.

**QUANTITIES SPECIFIED:** The School Board reserves the right to increase or decrease the quantity of any and all items offered, as it deems appropriate. The unit price shall remain as accepted at award.

**PRICES:**

a. Prices shall be for the period stated in the "General Specifications" or as otherwise stated in the "Certification."
b. Prices should be stated in units of quantity specified in the solicitation specifications.
c. In case of discrepancy in computing the amount of the submittal, the unit price offered will prevail. Any requirement by the offeror that certain "all or none" groups, quantities, weights, or other criteria must be met in order to qualify for offered prices, may result in disqualification of the solicitation. Likewise, expiration dates or other constraints, which are in conflict with solicitation requirements, will result in disqualification.

**TRADE-NAMED ITEMS:** When an item appearing in the solicitation document is listed by a registered trade name and the wording "no substitute", "spec only" or "only" is indicated, only that trade-named item will be considered. The district reserves the right to reject products that are listed as approved and waive formalities. Should a vendor wish to have products evaluated for future solicitation consideration, please contact in writing, the Director of Materials Management. If the wording "no substitute", "spec only" or "only" does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as "offered equal" may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicitated, awarded and ordered are prohibited except as may be approved by the Director of Materials Management.

**SOLICITATION REJECTION:** The School Board reserves the right to reject any and all submittals or parts thereof, and to request re-submission. The School Board further reserves the right to accept an offer other than the lowest offer, which in all other respects complies with the solicitation and the submitted document, provided that, in the sole judgment and discretion of the School Board, the item offered at the higher offered price has additional value or function, including, but not limited to: life cycle costing, product performance, quality of workmanship, or suitability for a particular purpose. Delivery dates, availability of item, or other such values or functions, may justify a difference in the price paid. All submittals shall be evaluated on all factors involved, including the foregoing price, quality, delivery schedules and the like. Purchase orders or contracts shall be awarded to the responsive and responsible offeror whose submittal is determined to be advantageous to the School Board, taking into consideration the factors set forth above and all other factors set forth in the solicitation as "lowest or lowest and best offer".

**SOLICITATION CHANGES AFTER CLOSING TIME:** Submittals may not be changed after the solicitation closing time. The exception would be if there was a misinterpretation of the unit for which the solicitation was requested. In which case, no dollar amount change would be allowed, and only a clarification as to the unit the offer represents will be considered. This must be done in writing 24 hours after notification to the offeror from the Director of Materials Management.

**ACCEPTANCE OF SOLICITATION:** The School Board shall be the sole judge as to the acceptability of any and all submittals and the terms and conditions thereof, without qualifications or explanation to offerors. In case of any difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.

**INDEMNITY:** By submitting an offer, the Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the vendor in the performance of its responsibilities pursuant to this solicitation. It is expressly acknowledged that the Contractor is an independent Contractor and, as such, has no authority to act for or on behalf of the Board, or to bind the Board to any contract or in any other manner.

**COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. The Contractor shall have in their possession all applicable insurance, permits, licenses, etc., that may be required by federal, state, or county law to furnish services under the scope of this contract. The Contractor must not be in violation of any zoning or other ordinances in the performance of this contract.

**TIE ON UNIT PRICE OR SUBMITTAL:** Should there be a tie on either the unit price (if awarded on a per item basis), sections of the solicitation (i.e.: building contracts, or solicitations awarded by section) or the whole solicitation ("all or none" solicitations or service solicitations), the deadlock will be decided upon using the following order:

a. Companies who certify they are a drug-free workplace.
b. Companies located in Sarasota County, Florida.
c. Companies located in Florida.
d. The company receiving the larger dollar award on other items within the solicitation.
e. All else being equal, a coin toss will be made to decide the award.

This does not preclude the possibility of splitting an order if it is in the best interest of the School Board.

**ACCURACY OF SOLICITATION DOCUMENTS:** Each offeror shall examine all requests for solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, disputes, or requests

concerning interpretation, clarification or additional information pertaining to the solicitation or award shall be made, in writing, to the School Board of Sarasota County Purchasing Office. The School Board of Sarasota County shall not be responsible for oral interpretations given by a School Board employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this solicitation, a good faith attempt will be made to deliver a copy of each to all prospective offerors who picked up forms or were sent a solicitation. However, prior to submitting the offer, it shall be the sole responsibility of each offeror to contact the Purchasing Office at (941) 486-2183 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the solicitation.

**TERMS AND CONDITIONS:** No additional terms and conditions included with the submittal shall be evaluated or considered. All such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely through intent, design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this solicitation and the offeror's authorized signature affixed to the certification page attests to this.

**REFERENCES:** Should the School Board elect to check the offeror's references; the offeror agrees to provide the name(s) and address(s) of its current and previous customers. **The offeror agrees to provide references from customers other than the School Board of Sarasota County.**

**EVALUATION OF SOLICITATION(S) FOR AWARD**: The evaluation committee may use the following criteria in making a recommendation for award to the School Board:

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|---|---|---|
| cost | past experience | equality |
| quality/workmanship | meets specifications | Contractor's past performance |
| compatibility/matching | delivery | service capability |
| standardization | installation | |

**AWARD:** The School Board reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any offer, to reject any and all offers in whole or in part with or without cause, and/or to accept offers that in its judgment will be the best low offer meeting specifications and school needs and be in the best interest of the School Board. The School Board further reserves the right to make awards on a multiple, lump sum, or individual item basis or in any manner the School Board deems appropriate.

The School Board further reserves the right to be the final judge of what is considered equal and hold the solicitation open for a 90-day period if award is not made on the date specified.

If submitting an offer other than brand specified, EACH ITEM MUST BE ACCOMPANIED BY A BROCHURE GIVING A COMPLETE DESCRIPTION OF THE ITEM ON WHICH YOU ARE SUBMITTING AN OFFER TO CLEARLY REPRESENT THE QUALITY, STYLE, AND CONSTRUCTION. EACH BROCHURE SHOULD BE IDENTIFIED BY THE NAME OF THE OFFEROR.

**VENUE:** The laws of the State of Florida shall govern this contract. Venue shall be in Sarasota County, Florida and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for the Twelfth Judicial Circuit in and for Sarasota County, Florida.

**PURCHASES DURING TERM OF SOLICITATION:** The School Board reserves the right to make purchases of items on this solicitation from a Florida State solicitation, contract, or agreement or other public entity purchasing solicitations, contracts, or agreements during the term of this solicitation.

**DELIVERY:**

a. All deliveries will be F.O.B. Destination freight prepaid (freight fully paid by Contractor) to indicated destinations (schools or departments) within Sarasota County, Florida.
b. Time of delivery is an important consideration in making the award and must be adhered to.
c. The School Board reserves the right to cancel any orders, or any part thereof without obligation if delivery is not made within the time specified. Any deliveries made after a cancellation of order(s) may be returned at the Contractor's expense.

**LOCAL GOVERNMENT PROMPT PAYMENT ACT:** The School Board pays invoices after services and products have been received in accordance with the local government prompt payment act.

**PURCHASING CARD:** The School Board is currently utilizing Purchasing Cards in some cases to procure materials and services or for payment under this solicitation. The Offeror, by submitting an offer, agrees to accept this manner of payment and may not add additional handling charges or service fees if purchases are made with the School Board Purchasing Card(s).

**QUALITY:** All offered items must be new. Further, all offered items must be equal to or exceed specifications required herein. The manufacturer's standard guarantee shall apply. During the guarantee period, the Contractor must repair and/or replace the unit without cost to the School Board with the understanding that all replacements shall carry the same guarantee as the original equipment. The Contractor shall make any such repairs and/or replacements immediately upon receiving notice from the School Board. The Contractor further warrants that the item(s) and or services provided are fit, and otherwise conforming, for the purpose(s) intended by the School Board.

**INSPECTION, IDENTIFICATION AND ACCEPTANCE:**

a. Inspection and acceptance will be at FOB destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by the buyer.
b. The Contractor shall file with the carrier all claims for breakage, imperfections and other losses.
c. All material being delivered shall be marked legibly, in a conspicuous location, with the following information: Purchase Order Number, Model Number, Quantity, Vendor's Name and/or Trademark.
d. If the material and/or services supplied to the School Board is found to be defective or does not conform to specifications, the School Board reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

**LIABILITY INSURANCE:** Where Contractors are required to enter or go on to School Board property to deliver materials or perform work or services as a result of an award, the proposer assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. All Contractors must comply with the insurance requirements as provided in the solicitation documents.

**SOLICITATION/PURCHASE ORDER DENIAL:** The Contractor certifies that it, or any affiliate obligated to perform under this agreement, is not in arrears for any obligations to the district, county, state or federal government or that otherwise may be deemed irresponsible or unreliable by the Director of Materials Management.

**WAREHOUSE DELIVERY HOURS:** Delivery is called for only between the hours of 7:30 A.M. and completed by 3:00 P.M. Monday through Friday, excluding Sarasota County School Board holidays.

**CONDITION OF PRODUCTS:** Unless otherwise specified in the special terms and conditions, all items requested must be new and the latest model manufactured. Offers on "used", "remanufactured" or "reconditioned" equipment or "blems" or "seconds" will not be considered unless specifically requested. Products delivered shall be in the manufacturer's original carton.

**REJECTED ITEMS:** Delivered items that do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the Contractor at no cost to the School Board.

**SITE INSPECTION:** The School Board reserves the right, prior to award of any contract or solicitation, to inspect the prospective Contractor's facility and place of business.

**AUDIT PROCEDURES:** Invoices submitted by the Contractor shall be in sufficient detail for a proper pre-audit and post-audit thereof. The School Board reserves the right to audit prices of items and/or services provided.

**SAMPLES:**

a. Samples of items, when required, must be furnished free of expense and if not destroyed, will, upon request, be returned at the offeror's expense. All samples will be disposed of after 30 days and offerors shall be responsible for the removal of all such samples furnished within 30 days after the opening of the solicitation. Each individual sample must be labeled with the offeror's name and item number. Failure of the offeror to either deliver required samples or to clearly identify samples may be reason for rejection of the solicitation.
b. Unless otherwise indicated, samples should be delivered to the Purchasing Office.
c. When required, the School Board may request full demonstration of any unit(s) offered prior to the award of any contract.

**TAXES:** The School Board of Sarasota County, Florida, does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption numbers on the face of the Purchase Order. This exemption does not apply to purchases of tangible personal property made by Contractors who use the tangible property in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

**FISCAL NON-FUNDING CLAUSE:** In the event sufficient budgeted funds are not available, the Purchasing Office shall notify the Contractor of such occurrence and the contract shall terminate without penalty or expense to the School Board.

**LINE ITEM INFORMATION:** The information called for on the item must be on the line with the item. When omitting an offer on an item, please insert the words: **No Quotation, No Bid, No Proposal or N/B** to eliminate any confusion about the item(s) being offered.

**NON-COLLUSION:** By submission of the offer, the offeror certifies that the submittal has arrived independently and submitted without collusion with any other Contractor, and that the contents of the submittal have not been communicated by the offeror, nor by any one of its employees or agents, to any person not an employee or agent of the offeror or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the solicitation.

Unless otherwise required by law, the prices which have been offered in this solicitation have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening of this advertised solicitation directly or indirectly to any other offeror or to any competitor; and

No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

**KICKBACKS:** Any Contractor giving or offering to any employee and/or official of the School Board, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other solicitation, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

**VARIANCE IN CONDITION:** Any and all special conditions and specifications, mutually agreed upon and attached hereto that vary from the general conditions shall have precedence.

**PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person (Public Records Law, Section 119.01, Florida Statutes). Information and materials received by the School Board in connection with a solicitation response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after solicitation opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Offeror believes any of the information contained in his or her response is exempt from the Public Records Law, then the Offeror must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The School Board's determination of whether an exemption applies shall be final, and the Offeror agrees to defend, indemnify, and hold harmless the School Board and its officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the School Board's treatment of records as public records. Trade secrets are governed by Florida Statute Chapters 688 and 812. For the purchase of services, the Offeror shall also comply with the following requirements of the Florida Public Records Law including: a) keeping and maintaining public records that ordinarily and necessarily would be required by the School Board in order to perform the service; b) providing the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and d) meeting all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the Offeror upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

**For questions regarding the Contractor's duty to provide public records relating to this contract or the application of Chapter 119 Florida Statutes contact The School Board of Sarasota County, Florida at (941) 927-4009; publicrecordrequest@sarasotacountyschools.net; or 1960 Landings Blvd., Sarasota, FL 34231.**

**DISCLAIMER:** Employees or representatives of the School Board act exclusively as agents for the administration of this agreement and are not personally or collectively liable for any performance or non-performance under this agreement and/or any agreement resulting from this agreement.

**STATE PURCHASING AGREEMENTS:** Prior to the release of this solicitation, under Florida Statute 287.056, a review of State of Florida purchasing agreements and contracts was conducted to determine if their use would be economically advantageous to the District for the subject of this solicitation.

**DISCOUNTS, REBATES & CREDITS:** For Food Service solicitations, all goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the SFA's (School Food Authority) nonprofit food service account.

**PROHIBITION OF GRATUITIES:** By submission of an offer, a contractor certifies that no employee of the School Board has or shall benefit financially or materially from such solicitation or subsequent contract. Any contract issued as a result of this solicitation may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

**CONFIDENTIAL, PROPRIETARY OR TRADE SECRET MATERIAL:** If the offeror considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the offeror must also simultaneously provide the SBSC with a separate redacted copy of its response. The redacted copy shall contain the SBSC's solicitation name, number, and the name of the offeror on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the SBSC at the same time offeror submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

a. Offeror shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, offeror shall protect, defend and indemnify the SBSC for any and all claims from or relating to offerors determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
b. If the offeror fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by offeror in response to a public records request for these records.

**E-VERIFY**

A. As of January 1, 2021, pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
B. Subcontractors
   (i) As of January 1, 2021, Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
   (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).



Tracy Brizendine, Director
Materials Management

**INSURANCE REQUIREMENTS**

**Contractor's Liability Insurance**

The insurance required shall be written for not less than any limits of liability required by law or those set forth below, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under and in conformance to the following sections:

1. "In consideration of $10.00 and other good and valuable considerations, the Contractor agrees to indemnify and save harmless the owner from all suits and actions and all costs and damage to the person or property of another resulting from the performance of the work, or by any Subcontractor to anyone directly or indirectly employed by either of them. The limit of the liability shall be the limits of liability as stated in the liability insurance policies covering this contract.

2. Certificates of Insurance for each policy shall be transmitted to the Contractor for forwarding to the owner, and any document found to be incomplete or not according to the proper form will be returned as being unsatisfactory. Coverage cannot be canceled without thirty (30) days prior Notice to Owner.

3. The Contractor shall purchase and maintain the following minimum insurance from a company or companies properly licensed in the State of Florida and rated A-IX or better by A.M. Best Company and against which the owner will entertain no reasonable objection.

4. Workers' Compensation Insurance: The Contractor shall provide and maintain, during the life of this contract, adequate Workers' Compensation Insurance in accordance with the laws of the State of Florida for all his employees at the site of the project, and if any part of the work is sublet, the contract shall require each of the Subcontractors to maintain such insurance for all of their employees who will be so engaged, unless the Subcontractors' employees are protected by the principal Contractors' Workers' Compensation insurance. All persons employed directly and indirectly on the project site by the Contractor and his/her Subcontractors shall be adequately protected by Workers' Compensation Insurance. The Contractor shall provide employer's liability coverage as part of the Workers' Compensation Insurance with **minimum limit of $500,000.** Coverage shall be in compliance with Chapter 440, Florida Statutes.

5. Comprehensive Automobile Liability: per person/per occurrence. Coverage shall apply (to ALL VEHICLES owned, rented, or used by the Contractor) for the following limits:
   a. Bodily Injury Liability - per person $250,000
      - per occurrence $500,000
   b. Property Damage Liability - per occurrence $250,000
   c. Special Insurance - as required by railroads or others.

6. Commercial General Liability:
   a. Bodily injury, personal injury, and property damage at **$1,000,000 per occurrence** and **$1,000,000 general aggregate**.
   b. Blanket Contractual to include comprehensive general liability, products and completed operations liability, and contractual liability.
   c. Such coverage shall include, but not limited to, liability arising from the premises, operations, independent contractors, products-completed operations, personal and advertising injury and contractual coverage for this agreement, including any hold harmless and/or indemnification agreement(s) and shall be provided on ISO form CG 0001 or its equivalent.
   d. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
   e. Coverage shall specifically provide that The School Board of Sarasota County Florida and its officials, agents, and employees shall be "additional insureds" under the policy using ISO Additional Insured from CG 2010 and CG2037 or the equivalent, including coverage for the Owner with respect to liability arising out of the completed operations of the Contractor.

7. Contingent Liability: The Contractor shall produce, pay for, and maintain such insurance as will protect the owner from his contingent liability for damages, for injury to the person or property of another which may arise from the operations of all Subcontractors under this Contract. Contractor shall provide Owner's and Contractor's protective liability. The limits of coverage shall be the same as the Contractor's Comprehensive General Liability. The Contractor shall furnish to the owner a letter from Contractor's insurance agent, certifying that the Contractor does carry valid Contractor's Contingent Liability Insurance.

**INSURANCE REQUIREMENTS**

**Contractor's Liability Insurance (Con't)**

8. Insurance certificates regarding liability coverages, as required by the Contract Documents, shall name Owner as additional insured.

9. Contractor and Subcontractors will be responsible for insurance on their tools and equipment.

10. Additional Insured: All policies of insurance required by the agreement, except Workers' Compensation and Professional/Error and Omissions Liability, shall specifically provide by endorsement with the Owner and its officials, agents, or employees shall be included as "additional insureds" under the policy. Such insurance shall also incorporate Severability of Interest provision. All insurance coverage provided shall apply to all the activities of the Contractor under the Contract Documents without regard for the location of such activity.

11. Primary Coverage: All insurance coverage provided by the Contractor shall be primary and non-contributory to any insurance or self-insurance program of the Owner that is applicable to the Work provided for in this Agreement.

12. Waiver of Subrogation: Contractor hereby agrees to waive rights of subrogation in favor of the Owner which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

**SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM**

Please complete if you are either a:

☐ Small Business Enterprise, as defined by FS 288.703 (1)

Or a:

☐ Minority Business Enterprise,

Please select one or more as applicable:

- ☐ African American
- ☐ Asian American
- ☐ Woman Owned
- ☐ Hispanic American
- ☐ Native American

As defined in FS 288.703 (2) and (3), and that it has been certified by one of the following agencies as an MBE:

☐ State of Florida, Department of Management Services, Office of Supplier Diversity

☐ If not by DMS, who/self-report: _____

If you are not a small or minority business enterprise, but intend to subcontract a portion of services or work described in this IFB to a small or minority business enterprise, please provide the following information:

| Subcontractor Name | Small/MBE Designation | Estimated Dollar Value of Services |
|---|---|---|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |

| NAME OF BIDDER | BID # AND TITLE |
|---|---|
| PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE | |
| SIGNATURE | DATE |

If Bidder is not a small or minority business enterprise and/or does not intend to subcontract a portion of the services or work described in this ITB to a S/MBE, then Bidder shall not execute this form.

**INTENT**

The School Board of Sarasota County, Florida intends to purchase heating, ventilation, and air conditioning installation, maintenance, and repair services for chilled and hot water distribution systems including all necessary labor charges, tools, travel, fuel, equipment, and materials delivered and installed in accordance with NFPA codes, local and state regulations, ASHRAE, and OSHA.

**NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a mark-up will be billed at actual cost without any mark-up permitted.**

**DEFINITIONS**

In this document "Contractor" refers to the successful bidder, "School Board of Sarasota County" or "SBSC", refers to the owner, "HVAC" refers to Heating, Ventilation, and Air Conditioning, "NFPA" refers to National Fire Protection Association, "ASHRAE" refers to American Society of Heating, Refrigerating, and Air Conditioning Engineers, and "OSHA" refers to Occupational Safety and Health Administration.

An "HVAC Journeyman" has five (5) years experience in the mechanical repairing of HVAC systems and includes but is not limited to Welders, Pipe Fitters, or Sheet Metal Fabricators.

**TERM OF CONTRACT**

This bid is for a one-year period beginning from date of SBSC approval. The bid may be renewed, by mutual consent of both parties, for two (2) additional one-year periods adhering to the original bid terms and conditions.

**TERMINATION OF AGREEMENT**

This agreement may be terminated by the SBSC by giving written notice to the other party thirty (30) days in advance of intention to cancel. The SBSC reserves the right to cancel on a shorter notice if it is determined that any part of the work is not being performed properly, or if the problem is not satisfactorily resolved within three (3) days of notification. The SBSC shall only be liable for payment of services rendered prior to the effective date of termination.

**SECURITY**

Effective September 1, 2005, the Florida Legislature amended FS 1012.465 with House Bill 1877, known as the Jessica Lunsford Act. This bill places a priority on security and safe schools for students and staff. The SBSC has developed procedures for background checks in compliance with this bill. The Contractors' employees/independent Contractors or Subcontractors' employees/independent Contractors will be responsible to comply with these procedures. There is a fingerprinting fee associated with these procedures. Updated information can be found on the SBSC website, www.sarasotacountyschools.net/departments/safety. Contractors will not be allowed on SBSC property until receiving clearance and badges by the SBSC Department of Safety, Security, & Emergency Management.

**IDENTIFICATION**

The Contractor, Subcontractors, and their employees are required to have visible, personal identification and the vendor's company name displayed on their shirts. They will also be required to wear attire appropriate for a school environment: i.e., shirt, pants, & shoes. Clothing displaying nudity, obscene symbols, or pro-drug slogans is prohibited. **The Contractor, Subcontractors, and all employees of same must check in and out at the main office before starting work during normal school hours.** Before or after normal school hours, contact the on-site custodial staff.

**DISCIPLINE**

The Contractor acknowledges and understands that the job is being performed on public property owned by the SBSC, which may at various times during the completion of the job be occupied by students, teachers, parents, and

school administrators. Accordingly, in order to secure the property, and otherwise comply with applicable law, the Contractor agrees to the following provisions, and also agrees that the failure to comply with any of these provisions may result in the termination of this Contract.

The Contractor shall immediately remove from the job site, for the duration of the job, any person making an inappropriate religious, racial, sexual or ethnic comment, statement or gesture toward any other individual.

The Contractor, Subcontractors, and their employees will refrain from using foul, abusive or profane language on school district property. Smoking/tobacco, firearms/weapons and illegal drugs are prohibited on school district property, including all buildings and grounds.

The Contractor shall enforce strict discipline and good order among their employees at all times. Contractor's personnel shall have absolutely no contact with students or staff, other than administrative personnel or designated representatives, with the exception of emergency situations.

No radios are allowed on the job site.

**SCOPE OF WORK**

The Contractor shall furnish all labor, supervision, materials, and test equipment to facilitate all major and minor repairs regularly found in the HVAC field including, but not limited to the following:

1. Chilled Water Systems
2. Heating/Cooling Water Pumps
3. Hot Water Systems/Boilers
4, Cooling Towers
5. Duct Work
6. Exhaust Systems
7. Heat Exchangers

**The Contractor must determine which bid describes their primary business and bid accordingly since multiple HVAC bids are issued and opened consecutively.** For this bid, HVAC mechanical installation, maintenance, and repair services must be the primary business of the Contractor for the past five (5) years.

**CONTRACTOR EXPERIENCE**

The Contractor is an independent contractor pursuant to Florida law. **HVAC mechanical installation, maintenance, and repair services must be the primary business of the Contractor for the past five (5) years**. Five (5) years HVAC business history must be verifiable by the SBSC.

The Contractor must have a minimum of three (3) HVAC Journeymen with five (5) years experience on staff who are capable of diagnosing and mechanical repairing of HVAC systems, and who will respond to the SBSC at all times.

**List the HVAC service personnel assigned to work at any SBSC location. Use form provided.**

An HVAC Journeyman must be on each job at all times. Journeymen must have five (5) years experience in the HVAC services or related field and must be able to show proof of experience upon request.

**LICENSING REQUIREMENTS**

The Contractor shall possess the minimum of a "Class A" Air Conditioning Contractor's License in the State of Florida, and must maintain this license throughout the term of the bid.

**A copy of any and all licenses and certifications as required in the bid specifications, and as required to do business in Sarasota County must be submitted upon request by the SBSC prior to award or vendor may submit with bid.**

**DISPATCH OF WORK**

Service calls will be dispatched to the Contractor through the managers or designee from the Facilities Services Department.

The Contractor shall respond to the facility requiring emergency service no later than (2) hours from the time of notification. Also, response to request for quotations for projects must be no later than forty-eight (48) hours and on the job no later than twelve (12) hours after notification of acceptance of quotes. If the Contractor cannot meet these requirements, the SBSC has the right to go to the next low bidder to meet the work schedule.

For each project covered by this agreement, the Contractor shall submit an itemized 'Not to Exceed' price **giving a full description of the project** prior to issuance of a purchase order. The Contractor will receive a purchase order from the SBSC for each project before commencing work.

The Contractor shall note on the work order form the manager's or designee's name authorizing the work. See Execution of Work for further procedures.

Copies of each of the above will be attached to and accompany the invoices.

**HOURS OF SERVICE**

Designated standard work hours shall include and be in addition to regular school hours.

**Standard hours/non-standard hours:** All services provided Monday through Friday (7:00 a.m. through 5:00 p.m.) will be paid at the standard specified hourly rate. All other work performed will be paid at the non-standard specified rate. Non-standard working hours are those before 7:00 a.m. or after 5:00 p.m. and at any time on Saturday or Sunday.

Note: Payment for overtime work at the hourly rate for non-standard working hours will be approved only with prior written authorization from the representative of the Facilities Services Department. The Contractor may elect to perform work after standard working hours and incur any additional expense. The Contractor may perform work when authorized by the designated representative of the SBSC.

**EXECUTION OF WORK**

Upon receipt of the bid acceptance and notice to proceed with the work, the Contractor shall continuously and expediently complete work as directed.

**The Contractor will notify all proper personnel before turning off any power.**

The Contractor shall take all necessary precautions to protect the building's adjoining surfaces and equipment from damage incurred during operations. All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Contractor and the Contractor shall be held responsible for any damage to property caused by his operations on the property.

For each visit to the job site, the Contractor shall fax/email a copy of the work order with an update on the disposition of job, i.e., description of work completed, parts on order (include time frame for delivery of parts), date of return to job site, and estimated date for completion of work. This fax/email update should be returned to the originator of the work order. This fax/email should be received the same day as the job site visit.

**As the Contractor will be performing work at locations that will affect a great number of people, *communication on the disposition of work orders is critical* to the Facilities Services Department.**
All furnishings and equipment shall be placed back in the original locations. All spaces must be cleaned and left in an acceptable condition.

All work shall conform to all existing governing authorities Codes and Regulations. The work must be accomplished with professional methods and standards of the trade.

The Contractor assumes full responsibility for completion of the services stipulated for HVAC mechanical services.

The SBSC reserves the right to question any job when the hours performed by the Contractor seem excessive for the work completed.

**COMMERCIAL REFERENCES**

The bidding company has been in business for a minimum of five (5) years and must have performed verifiable work for HVAC mechanical installation, maintenance, and repair services as specified herein, within the most recent thirty-six (36) month period of time. The Contractor's representative shall be experienced in all facets of HVAC mechanical installation, maintenance, and repair services. **The bidder agrees to provide references from customers other than the School Board of Sarasota County.** Three (3) commercial references of comparable scope are required (use form provided).

**PARTS AND CONSUMABLE SUPPLIES**

Definition:

- Parts - Functional component of a unit
- Consumable Supplies – Sundry supplies used to complete job (tape, wire ties, nuts, bolts, etc.).

All parts and consumable supplies to be utilized shall conform to standards of the trade, manufacturer recommendations and be acceptable to the SBSC.

The cost of consumable supplies shall be used as a factor when calculating and submitting the bid for standard and overtime hourly rates.

The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a **maximum of a 15% percent mark-up**. A mark-up on sales tax will not be allowed. The Contractor's invoices shall clearly show the manufacturers' part number, description, supply house cost and percent mark-up cost. **A copy of the supply house invoice for parts purchased for a specific job will be submitted with the Contractor's invoice. When parts are purchased in bulk, a copy of the supply house invoice showing the bulk purchase will be submitted with the Contractor's invoice or a listing of part's costs, created by the manufacturer.**

The SBSC reserves the right to buy and/or purchase any materials for the Contractor to use. The Contractor shall not charge the SBSC a mark-up fee for material furnished by the SBSC.

The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to the SBSC. Invoices will be spot-checked and verified through a quote procedure to verify that the SBSC is receiving the best possible pricing for these products.

Note: All invoices shall be billed on a cost plus basis **except during a declared disaster (no mark-up permitted).**

**SUBSTITUTES**

Unapproved substitutes will not be allowed. If items are not available, the authorized representative of the Facilities Services Department must be contacted prior to shipment to determine if a substitute is acceptable.

**RENTAL EQUIPMENT**

On occasion, the use of special rental equipment may be required. This is for equipment that is used on occasion, not in the regular course of HVAC mechanical installation services. The cost of special rental equipment will be allowed

based on the Contractor's cost from the rental facility plus the bid percent mark-up. Indicate this percent mark-up on the bid form. **A maximum of 15% mark-up will be allowed**. A mark-up on sales tax will not be allowed. Rental is for active use. Payment for inactive use will not be allowed. Written approval from the Facilities Services representative is required prior to the use of this equipment. The Contractor's invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and percent mark-up cost. **A copy of the rental equipment invoice will be submitted with the Contractor's invoice.**

Note: All invoices shall be billed on a cost-plus basis **except during a declared disaster (no mark-up permitted).**

**INSPECTION**

All work, equipment and supplies furnished in performance of this contract shall be subject to inspection at any and all times by a representative of the Facilities Services Department or his designee. Any deviations from or failures to comply with terms of the contract shall be adjusted promptly upon notification. Lack of prompt correction shall be cause for cancellation of this agreement.

**USE OF SUBCONTRACTORS**

The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved in writing by the authorized representative of the Facilities Services Department.

On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of HVAC mechanical installation, maintenance, and repair services. Subcontracted services for mechanical installations, maintenance, and repair services are to be billed at net cost. **A maximum of 15% mark-up will be allowed**. A mark-up on sales tax will not be allowed**.** The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. **A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.**

Note: All invoices shall be billed on a cost-plus basis **except during a declared disaster (no mark-up permitted).**

**RESPONSIBILITY OF THE CONTRACTOR**

The Contractor is responsible for any damage to buildings and property due to negligence on his part. The Contractor shall make all necessary corrections as directed by the SBSC and approved by same at no cost to the SBSC.

The Contractor is responsible for the provision of adequate and proper safety precautions for both the workmen and all persons in or around the work area.

The Contractor is responsible for keeping the area/place secured and safe at all times.

The Contractor shall be responsible to safeguard all of their tools, equipment, etc., while operating on any SBSC properties.

Note: OSHA Laws and Regulations shall be carried out at all times by the Contractor.

**LIABILITY OF CONTRACTOR**

The Contractor agrees to indemnify and hold free and harmless, assume liability for and defend, the SBSC and its officers, employees and agents, and the SBSC Architect/Engineer Consultant from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, or economic damages which in any matter directly or indirectly may arise or be alleged to have arisen, from any act of the Contractor or any of its

employees, representatives, agents, or subcontractors while engaged in the performance of the Contractor's duties and responsibilities pursuant to this Agreement. It is expressly acknowledged that the Contractor is an independent contractor and as such, has no authority to act for or on behalf of the SBSC, or to bind the SBSC to any contract or in any other manner.

**ASBESTOS**

Whenever and wherever during the course of performing any work under this contract, the Contractor suspects that asbestos is present, work shall be stopped immediately, the area secured, and the SBSC shall be notified for positive identification of the suspect material. In the event the Contractor is delayed due to the discovery of suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor.

**PERIODIC AND FINAL CLEANUP**

Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the premises all surplus and discarded materials, rubbish and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and shall have the work in a neat and presentable condition.

The Contractor shall schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish and debris resulting from HVAC mechanical installation, maintenance, and repair services.

The Contractor shall provide an on-site container for the collection of debris and rubbish and dispose of waste off the SBSC's property. **DO NOT USE SBSC TRASH RECEPTACLES.**

The Contractor shall leave all work sites in a neat and orderly fashion at the end of each work day. At completion of work, the Contractor shall remove all work materials, tools, machinery, and surplus materials from the work site and shall leave project in ready to use condition. The Contractor assumes all liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards.

**SUPERVISION AND INSPECTION**

The SBSC will inspect all sites to ensure that the schedules and work performance are in accordance with the contract.

**INVOICES**

The Contractor agrees that bills and invoices for fees or other compensation services or expenses shall cite the purchase order number, work order number, date of service, location of job, and name of person requesting the work. The invoice shall be submitted to the Accounts Payable Department, 1960 Landings Boulevard, Sarasota, Florida 34231 within ten (10) working days upon completion of the job. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought. **A copy of all applicable materials, rentals or subcontractor invoices must be included with the invoicing to the SBSC. The Contractor's invoice will also reflect a breakdown of all standard hours and non-standard hours worked.**

**PAYMENT**

Payment will be tendered only for services or the portion of services completed, providing the services performed are satisfactory to the SBSC. The School Board pays invoices after services and products have been received in accordance with the local government prompt payment act. Payments will not be authorized for installations that are sub-standard.

**PRICING**

If any other public agency wishes to purchase products and/or services utilizing this bid and negotiates a lesser price than those indicated on this bid, the lower price, including any rebates, additional services, etc., shall be extended to the SBSC. Failure to report a lesser price may disqualify the bidder.

**INSURANCE**

Prior to commencing work, the Contractor/Subcontractor shall acquire and maintain insurance as outlined on the INSURANCE REQUIREMENTS page within this invitation to bid. Insurance certificates regarding liability coverages, as required by the contract documents, shall name the School Board of Sarasota County as additional insured. Failure to provide valid insurance documentation may result in removal from the vendor list and/or removal of Contractor from the bid.

**CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER**

Information regarding the ability of the SBSC to secure goods and services on a “first priority” basis before, during, or after an emergency/hurricane or disaster situation is attached. Please execute form provided.

**GUARANTEED QUANTITIES**

No guarantee is given or implied as to the total dollar value of this bid. The SBSC is not obligated to place any order with any Contractor participating in this bid.

**BID AWARD**

This bid will be awarded to the lowest responsible and responsive bidder(s). A scenario will be used in the evaluation of this bid. This scenario will be in a sealed envelope held at the Materials Management Department, to be opened at the time and place of the bid opening.

Multiple vendor awards may be recommended to cover the forty-two schools and numerous ancillary locations and departments. A rotation schedule may be utilized if multiple vendors are selected. The SBSC shall have the right and authority to reassign work to the next vendor(s) for the following reasons:

- The lowest bidder cannot comply with specifications;
- In cases of emergency.

**Repeated failure to adhere to service/response time parameters may result in termination of the bid award.**

In all cases the SBSC shall be the sole judge of what is considered equal.

**PRE-AWARD CONFERENCE**

After the posting of the recommendation of award and prior to the award, a pre-award conference will be held with representatives from the Purchasing Department and Facilities Services Department.

The terms of the contract and all work to be accomplished by the Contractor will be reviewed as to preclude any misunderstandings as to the extent and quality and/or quantity of the work.

**EXEMPT FROM THIS BID**

Purchases shall not include items available at lower prices on other public entity bid awards or State of Florida Contracts. The SBSC reserves the right to bid any item separately if deemed in the best interest of the SBSC.

**WRITTEN QUESTIONS**

Written questions regarding **HVAC Mechanical Services - Bid #23-0171** are due prior to **2:00 p.m. on November 15, 2022.** Written questions must be submitted by mail, fax or e-mail to:

Maria L. Hernandez-Ron, Buyer
Materials Management
The School Board of Sarasota County, Florida
101 Old Venice Road
Osprey, FL 34229
Fax: 941-486-2188
Email: Maria.Hernandez-Ron@sarasotacountyschools.net

**ADDENDUM**

If necessary, an addendum will be issued on or about November 16, 2022 and will be posted at www.myvendorlink.com

**NOTE: SBSC WILL BE CLOSED NOVEMBER 24th AND 25th, 2022**

**BID SUBMITTALS**

Executed Certification Page
Executed Conditions for Emergency/Hurricane or Disaster Form
Commercial Reference Form
HVAC Service Personnel Form
Bid Form

**UPON REQUEST**

Copy of “Class A” (minimum) Air Conditioning Contractor’s License or Mechanical Contractor’s License must be provided upon request prior to the bid award or vendor may submit with bid

## CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this invitation to bid that before, during, and after a public emergency, hurricane, disaster, flood, or acts of God, that the municipal government, through the School Board of Sarasota County, shall require a “first priority” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the School Board of Sarasota County.

Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Sarasota County or other government entity as opposed to a private citizen on a first priority basis. The School Board of Sarasota County expects to pay a fair and reasonable price for all products in the event of an emergency, hurricane, or disaster. Vendor/Contractor shall furnish a “24 hour” phone number in the event of such an emergency.

**_____ I hereby understand and agree to the above statement.**

_____ _____
Signature Print Name

_____ _____
Title Name of Bidding Company

Emergency Contact: _____

Emergency Telephone Number: _____

Home Telephone Number: _____

Beeper or Cellular Phone Number: _____

Office: _____ Fax: _____

Email: _____

**_____ I cannot comply with this request.**

_____ _____
Signature Print Name

_____ _____
Title Name of Bidding Company

## COMMERCIAL REFERENCES

Company Name: _____

Experience: _____

Indicate below the number of years (minimum of five years) the bidding company has been in business providing HVAC mechanical services:

Number of months/years:

**All bidders must have performed verifiable work providing HVAC Mechanical services as specified herein, within the most recent thirty-six (36) month period of time. Three (3) commercial references of comparable scope are required (preferably restaurant, school, hospital, or institute). The bidder agrees to provide references from customers other than the School Board of Sarasota County.**

1. Company Name:
   Location of Service:
   Dates services were provided:
   Type of service provided:
   Contact Person:
   Title: Telephone ( )
   Email Address: Fax ( )

2. Company Name:
   Location of Service:
   Dates services were provided:
   Type of service provided:
   Contact Person:
   Title: Telephone ( )
   Email Address: Fax ( )

3. Company Name:
   Location of Service:
   Dates services were provided:
   Type of service provided:
   Contact Person:
   Title: Telephone ( )
   Email Address: Fax ( )

**HVAC SERVICE PERSONNEL**

The Contractor must have a minimum of three (3) HVAC Journeymen with five (5) year experience who are capable of diagnosing and mechanical repairing of HVAC systems, and who will respond to the SBSC at all times.
**List the HVAC service personnel assigned to work at any SBSC location.**

**Names of HVAC Service Personnel**

| | (mark the box that applies) | | Journeyman | Helper |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |
| 11. | | | | |
| 12. | | | | |
| 13. | | | | |
| 14. | | | | |

**Qualifications**

**Journeyman:** A Journeyman has five (5) years experience in the mechanical repairing of HVAC systems and includes but is not limited to Welders, Pipe Fitters, or Sheet Metal Fabricators. Proof of experience is required upon request.

**Helper:** A Helper is not required to have experience in HVAC mechanical services field.

The bidder proposes and agrees to provide all materials, labor, supervision, fuel, travel, equipment, tools, etc., to perform the work required in accordance with the bid documents for HVAC mechanical installation, maintenance, and repair services for the following price:

| | | |
|---|---|---|
| **HOURLY RATES** | | |
| 1. | Journeyman standard working hours (Monday through Friday 7:00 A.M. through 5:00 P.M.); hourly rate. | $_____/per hour |
| 2. | Journeyman, non-standard working hours (Monday through Friday prior to 7:00 A.M. and after 5:00 P.M., and Saturday and Sunday); hourly rate. | $_____/per hour |
| 3. | Helper, standard working hours (Monday through Friday 7:00 A.M. through 5:00 P.M.); hourly rate. | $_____/per hour |
| 4. | Helper, non-standard working hours (Monday through Friday prior to 7:00 A.M. and after 5:00 P.M., and Saturday and Sunday); hourly rate. | $_____/per hour |
| **MATERIALS: PERCENTAGE MARK-UP** | | |
| 5. | Include a percentage allowed for overhead and profit. A **MAXIMUM OF 15% MARK-UP** of materials will be allowed. (Indicate this percentage in the space to the right.) No mark-up of sales tax allowed. A copy of the itemized materials invoice from the supplier must be included with all billings to the SBSC for materials in order to verify markup. **Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).** | _____ % maximum 15% percentage mark-up of cost |
| **SUBCONTRACTED SERVICES: PERCENTAGE MARK-UP** | | |
| 6. | On occasion, subcontracted services may be necessary. This category is to be used only with **prior written approval** from the Facilities Services representative. Subcontracted services for HVAC mechanical installation, maintenance, and repair services to be billed at net cost. Include a percentage allowed for overhead and profit. A **MAXIMUM OF 15% MARK-UP** of subcontracted services will be allowed. (Indicate this percentage in the space to the right.) No mark-up of sales tax allowed. A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings to the SBSC. **Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).** | _____ % maximum 15% percentage mark-up of cost |
| **RENTAL EQUIPMENT: PERCENTAGE MARK-UP** | | |
| 7. | On occasion, rental equipment may be necessary. This category is to be used only with **prior written approval** from the Facilities Services representative. Rental equipment to be billed at net cost. Rental is for active use of equipment. Payment for inactive use will not be allowed. Include a percentage allowed for overhead and profit. A **MAXIMUM OF 15% MARK-UP** of rental equipment will be allowed. (Indicate this percentage in the space to the right.) No mark-up of sales tax allowed. A copy of the itemized rental equipment invoice must be included with all billings to the SBSC. **Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).** | _____ % maximum 15% percentage mark-up of cost |

| | **BID SUBMITTALS** |
|---|---|
| | Executed Certification Page |
| | Executed Conditions for Emergency/Hurricane or Disaster Form |
| | Completed Commercial Reference Form |
| | Completed Service Personnel Form |
| | Completed Bid Form |
| | **MUST BE PROVIDED UPON REQUEST PRIOR TO THE BID AWARD** |
| | Copy of Class A (minimum) Air Conditioning Contractor's License or vendor may submit with bid |

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
DEPARTMENT AND SCHOOL LOCATIONS

| School Name | Address |
|---|---|
| Alta Vista Elementary | 1050 & 1085 South Euclid Avenue, Sarasota 34237 |
| Ashton Elementary | 5110 Ashton Road, Sarasota 34233 |
| Atwater Elementary | 4701 Huntsville Avenue, North Port 34288 |
| Bay Haven Elementary | 2901 West Tamiami Circle, Sarasota 34234 |
| Booker High | 3201 North Orange Avenue, Sarasota 34234 |
| Booker Middle | 2250 Myrtle Street, Sarasota 34234 |
| Brentwood Elementary | 2500 Vinson Avenue, Sarasota 34232 |
| Brookside Middle | 3636 South Shade Avenue, Sarasota 34239 |
| Central Administration (Landings) | 1950 Landings Boulevard, Sarasota 34231 |
| Central Administration (Landings) | 1960 Landings Boulevard, Sarasota 34231 |
| Central Administration (Landings) | 1970 Landings Boulevard, Sarasota 34231 |
| Central Administration (Landings) | 1980 Landings Boulevard, Sarasota 34231 |
| Construction Services (STC North Campus) | 4460 Beneva Road, Building 29, Sarasota 34233 |
| Construction Services | 7895 Fruitville Road, Sarasota 34240 |
| Cranberry Elementary | 2775 Shalimar Terrace, North Port 34286 |
| Education Services/Purchasing | 101 Old Venice Road, Osprey 34229 |
| Emma E. Booker Elementary | 2350 Dr Martin Luther King Jr Way, Sarasota 34234 |
| Englewood Elementary | 150 North McCall Road, Englewood 34223 |
| Facility Services (STC North Campus) | 4460 Beneva Road, Building 27 & 28, Sarasota 34233 |
| Facilities Services | 7889 Fruitville Road, Sarasota 34240 |
| Florida Center Portable | 4620 17th Street, Sarasota 34232 |
| Fruitville Elementary | 601 Honore Avenue, Sarasota 34232 |
| Garden Elementary | 700 Center Road, Venice 34285 |
| Glenallen Elementary | 7050 Glenallen Boulevard, North Port 34287 |
| Gocio Elementary | 3450 Gocio Road, Sarasota 34235 |
| Gulf Gate Elementary | 6500 South Lockwood Ridge, Sarasota 34231 |
| Heron Creek Middle | 6501 West Price Boulevard, North Port 34291 |
| Lakeview Elementary | 7299 Hand Road, Sarasota 34241 |
| Lamarque Elementary | 3415 Lamarque Avenue, North Port 34286 |
| Laurel Nokomis Elementary/Middle | 1900 East Laurel Road, Nokomis 34275 |
| McIntosh Middle | 701 South McIntosh Road, Sarasota 34232 |
| North Port High | 6400 West Price Boulevard, North Port 34291 |
| Oak Park - Pre-K through 12 | 7285 Hand Road, Sarasota 34241 |

| School Name | Address |
|---|---|
| Phillippi Shores Elementary | 4747 South Tamiami Trail, Sarasota 34231 |
| Pine View Elementary/Middle/High | 1 Python Path, Osprey 34229 |
| Riverview High | 1 Ram Way, Sarasota 34231 |
| Sarasota High | 2155 Bahia Vista Street, Sarasota 34239 |
| Sarasota Middle | 4826 Ashton Road, Sarasota 34233 |
| Security Communications Center | 351 Old Venice Road, Osprey 34229 |
| Sheriff Driving Training Portable | 6648 West Price Boulevard, North Port 34291 |
| Southside Elementary | 1901 Webber Street, Sarasota 34239 |
| Suncoast Polytechnical High | 4650 Beneva Road, Sarasota 34233 |
| Suncoast Technical College - Fire Science | 794 Circus Boulevard, Sarasota 34232 |
| Suncoast Technical College | 4748 Beneva Road, Sarasota 34233 |
| Suncoast Technical College - (North Port) | 4445 Career Lane, North Port 34289 |
| Tatum Ridge Elementary | 4100 Tatum Road, Sarasota 34240 |
| Taylor Ranch Elementary | 2500 Taylor Ranch Trail, Venice 34293 |
| Telecommunications | 351 Old Venice Road, Osprey 34229 |
| Toledo Blade Elementary | 1201 Geranium Avenue, North Port 34288 |
| Transportation (Main) | 301 Old Venice Road, Osprey 34229 |
| Transportation (17th Street) | 4740 17th Street, Sarasota, 34232 |
| Transportation - South County Garage | 2080 Citizens Parkway, North Port 34288 |
| Triad (North) | 4430 Beneva Road, Sarasota 34233 |
| Tuttle Elementary | 2863 8th Street, Sarasota 34237 |
| Venice Elementary | 150 East Miami Avenue, Venice 34285 |
| Venice High | 1 Indian Avenue, Venice 34285 |
| Venice Middle | 1900 Center Road, Venice 34292 |
| Wilkinson Elementary | 3400 Wilkinson Road, Sarasota 34231 |
| Woodland Middle | 2700 Panacea Boulevard, North Port 34289 |

**AGENDA ITEM NO. 6.b**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** April 26, 2023

**SUBMITTED BY:** Nicholas Toth, Administrative Services

**ITEM TYPE:** Agreement

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** Piggyback PB-23-009NT with Evoqua Water Technologies, Inc.

**SUGGESTED ACTION:** Approve agreement for Mayor's signature.

**Is this item Quasijudicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
Evoqua Water Technologies, LLC agrees to enter into an agreement with the City of Bradenton, Florida, to provide the City of Bradenton with odor and corrosion control services, including materials, labor, and equipment necessary to provide the services. This agreement is in accordance with the specifications per the Lee County and Evoqua Water Technologies, LLC
Agreement for Annual – Odor Control & Corrosion Services, including all amendments, Lee County Solicitation No. RFP 170384ANB, and Contractor's response to RFP 170384ANB, attached hereto and incorporated herein, as Composite Exhibit "A," including pricing, for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through April 30, 2024, with three (3) additional one (1) year renewal options.

**FINANCIAL IMPACT:**
Included in FY-23 Budget

**ATTORNEY REVIEW/RECOMMENDATION:**
Reviewed and edited by Attorney Rudacille.

**SUGGESTED MOTION:**

Motion to approve agreement PB-23-009NT with Evoqua Water Technologies, Inc.

**ATTACHMENTS:**
PB-23-009NT with Evoqua Water Technologies, Inc.

**CITY OF BRADENTON**
**BRADENTON, FLORIDA**

**AGREEMENT PB-23-009NT BETWEEN THE CITY OF BRADENTON AND EVOQUA WATER TECHNOLOGIES, LLC.**

Evoqua Water Technologies, LLC agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with odor and corrosion control services to include materials, labor and equipment necessary to provide the services. This agreement is in accordance with the specifications per the Lee County and Evoqua Water Technologies, LLC Agreement for Annual – Odor Control & Corrosion Services, including all amendments, Lee County Solicitation No. RFP170384ANB, and Contractor's response to RFP 170384ANB, attached hereto, and incorporated herein, as Composite Exhibit "A," including pricing, for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through April 30, 2024, with three (3) additional one (1) year renewal options, with the following modifications:

1. All references to the "Lee County" or "County" shall be replaced with "City of Bradenton, Florida."

2. Section VII, Vendor Insurance, of the Agreement and Exhibit C, Insurance Requirements, shall be deleted and replaced with the following:

> Before performing any services, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, the insurance listed below. The insurance policies shall be primary and written on forms acceptable to the City and placed with the insurance carriers approved and licensed by the State of Florida Office of Insurance Regulation and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII."
>
> The City, its officers, agents, and employees, shall be named as additional insureds on all policies required (excluding worker's compensation). No changes may be made to these specifications without specific prior written approval of the City.

The City shall retain the right to review, at any time, coverage, form, and amount of insurance.

A) **Workers' Compensation/Employers Liability:**

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the Contract which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the Contract which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident) $100,000
(Disease-Policy Limit) $500,000
(Disease-Each Employee) $100,000

B) **Commercial General Liability**.

The limits are to be applicable only to services performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:
Products/Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any One Fire) $Nil
Medical Expense (Any One Person) $Nil

**ADDITIONAL INSURED**: The City of Bradenton, a political subdivision of the State of Florida shall be specifically named as additional insured on the Commercial General Liability Policy.

C) **Business Auto Policy**

Each Occurrence Bodily Injury and
Property Damage Liability Combined $300,000
Annual Aggregate (if applicable) $1,000,000

**ADDITIONAL INSURED**: The City of Bradenton, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Business Auto Policy.

D) **Certificates of Insurance and Copies of Policies**

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before services begin. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the Contract. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the Contract, including any warranty periods.

E) **Complete Policies**:

The entire and complete insurance policies required herein shall be provided to the City on request. If the initial insurance expires prior to the completion of services by the Contractor, renewal certificates of insurance and required copies of policies shall be furnished by the Contractor and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the City in connection with any claim against the Contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor's sureties to the City, or to any workers, suppliers, material men or employees in relation to this Contract.

F) By way of its execution of the Contract, Contractor:

a. Represents that Contractor maintains, and will maintain during the term of the Contract, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to the City; and

b. Agrees that insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of the City to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Contract, which may result in immediate termination.

G) Certification Requirements – In order for the certificate of insurance to be accepted it must comply with the following:

a. The certificate holder shall be:
The City of Bradenton, A political subdivision of the State of Florida

101 Old Main Street
Bradenton, FL 34205-7865
Reference: **PB-23-009NT**

b. Certificate shall be mailed to:
The City of Bradenton
101 Old Main Street
Bradenton, FL 34205
Attn: Purchasing

3. Section VIII, Responsibilities of the Vendor, Subsection D, of the Agreement shall be revised to replace the current bolded language with the following:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**City Clerk**
**101 Old Main Street West**
**Bradenton, FL 34205**
**Phone: 941-923-9400**
**Email: cityclerk@cityofbradenton.com**

4. Section XIII, Dispute Resolution, Subsection A and Subsection D shall be revised to reflect that the venue for any mediation and/or dispute, action or proceeding shall be brought in Manatee County, Florida.

5. Section XVI, Miscellaneous, Subsection H, shall be revised to state that all notices to the City shall be sent to Jim McLellan, City of Bradenton Public Works and Utilities Director, 1411 9th Street West, Bradenton, Florida 34205.

6. Exhibit A, Specifications, to the Agreement shall be revised to replace Table 1 with the following:

| Control Point | Address |
|---|---|
| Lift Station #11 | 231 13th Avenue East Bradenton, FL |
| Lift Station #14 | 1901 17th Avenue West Bradenton, FL |
| Lift Station #20 | 7001 23rd Avenue West Bradenton, FL |
| Lift Station #24 | 3810 SR 64 East Bradenton, FL |
| Wastewater Treatment Plant | 1810 1st Street Bradenton, FL |

7. A new Section XVI, Subsection K, E-Verify, shall be added to the Agreement as follows:

> E-Verify. Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this contract. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the City.

This Agreement is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

_____ 4/11/23

Thomas R. Wilson, P.E, V.P. & G.M. — Date
Evoqua Water Technologies, LLC

_____ _____

Gene Brown, Mayor — Date
City of Bradenton

Jim McLellan 04/18/2023

Jim McLellan, P.E., Director — Date
City of Bradenton Public Works and Utilities

Tammy g. Winton-Spearman

Tammy Winton-Spearman, Purchasing Manager
City of Bradenton

4/18/2023

Date

**AGREEMENT FOR**
**Annual – Odor Control & Corrosion Services**

**THIS AGREEMENT** ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Evoqua Water Technologies, LLC, a Delaware limited liability company authorized to do business in the State of Florida, whose address is 210 Sixth Avenue, Suite 3300, Pittsburg, PA 15222, and whose federal tax identification number is 80-0909020, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS,** the County intends to purchase annual odor control & corrosion services from the Vendor in connection with "Annual – Odor Control & Corrosion Services" (the "Purchase"); and,

**WHEREAS,** the County issued Solicitation No. RFP170384ANB on October 6, 2017; and,

**WHEREAS,** the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

**WHEREAS,** the County posted a Notice of Intended Decision on January 11, 2018; and,

**WHEREAS,** the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

**NOW, THEREFORE,** the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

## I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Specifications attached hereto and incorporated herein as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP170384ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

## II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for three (3) years with the

option of renewal for three (3) additional one (1)-year periods upon the mutual written agreement of both parties.

B. A purchase order or Notice to Proceed must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

## III. COMPENSATION AND PAYMENT

A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. RFP170384ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.

C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

## IV. METHOD OF PAYMENT

A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period.

C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

## V. ADDITIONAL PURCHASES

A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.

B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

## VI. LIABILITY OF VENDOR

A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

## VII. VENDOR'S INSURANCE

A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance

coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

## VIII. RESPONSIBILITIES OF THE VENDOR

A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.

B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;

2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; http://www.leegov.com/publicrecords.**

E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

## IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

## X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.

B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.

C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

## XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

## XII. TERMINATION

A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.

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

C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

## XIII. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

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

E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

## XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the work covered by the order; or

3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

## XV. VENDOR WARRANTY

A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B and of the most suitable grade for the purpose intended.

B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

## XVI. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

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

E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

| Vendor's Representative: | | County's Representatives: | | |
|---|---|---|---|---|
| Name: | Charles Maltby | Names: | Roger Desjarlais | Mary Tucker |
| Title: | Project Manager | Titles: | County Manager | Director of Procurement Management |
| Address: | 2650 Tallevast Road | Address: | P.O. Box 398 | |
| | Sarasota, FL 34243 | | Fort Myers, FL 33902 | |
| Telephone: | 941-586-8813 | Telephone: | 239-533-2221 | 239-533-8881 |
| Facsimile: | 941-359-7985 | Facsimile: | 239-485-2262 | 239-485-8383 |
| E-mail: | Charles.Maltby@evoqua.com | E-Mail: | rdesjarlais@leegov.com | mtucker@leegov.com |

I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.

J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation No. RFP170384ANB
4. Vendor's Submittal in Response to Solicitation No. RFP170384ANB

[The remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: See Attached Officer's Certificate

Print Name: _____

**EVOQUA WATER TECHNOLOGIES, LLC**

Signed By: _____

Print Name: Jennifer R. Miller

Title: V.P. & G.M.

Date: 3/7/18

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
CHAIR

DATE: 5-14-18

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: _____
**DEPUTY CLERK**

Commissioner Cecil L Pendergrass
Lee County Board of County Commissioners
District 2

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY FLORIDA

APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY:

BY: _____
OFFICE OF THE COUNTY ATTORNEY

EVOQUA WATER TECHNOLOGIES

EVOQUA WATER TECHNOLOGIES LLC

OFFICER'S CERTIFICATE

I, Karissa Varner, Assistant Secretary of Evoqua Water Technologies LLC, a Delaware limited liability company (the "Company"), do hereby certify on behalf of the Company that Jennifer R. Miller is Vice President and General Manager of the WT Municipal Services Sub-segment of the Company, and that in such capacity, Ms. Miller has full power and authority to execute and deliver the Company's bid and all related ancillary agreements in connection with the supply of Full Service Odor Control to Lee County Board of County Commissioners in Fort Myers, Florida.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 7th day of November 2017.



Karissa Varner
Assistant Secretary

# EXHIBIT A
# SPECIFICATIONS

## GENERAL SCOPE OF PROJECT

The Vendor shall provide the necessary personnel, equipment, materials, supplies, transportation, services and otherwise do all things necessary to provide comprehensive odor and corrosion control to minimize corrosion effects on the County's wastewater infrastructure and to address nuisance odors in the system. In full accordance with the Detailed Specifications Section of Solicitation No. RFP170384ANB, incorporated by reference as if attached hereto, the Vendor shall provide specific odor/corrosion treatment, shall identify related wastewater treatment plant issues/costs, shall install necessary monitoring equipment, and shall establish objectives and monitoring programs for odor/corrosion control treatment.

## CONTROL REQUIREMENTS

The Vendor shall maintain the control goals listed in Table 1 below at the listed control point and established average daily flows (ADF). Average flow rates that exceed these stated rates shall excuse the Vendor from meeting such goals. The Vendor shall employ an appropriate technology at and/or upstream of each of the sites listed to control odors or sulfides in liquid at or below the agreed upon control goal. These technologies include but are not limited to the addition of BIOXIDE® products, pH shift chemical treatment, and vapor phase odor control.

**Table 1.**

| Control Point | Address | ADF | Control Goal |
|---|---|---|---|
| S WWTP S Inf MH, back of plant | 1618 South Dr, Fort Myers Fl | 2.0 mgd | < 1 mg/L DS |
| S WWTP N Inf MH S of | 1618 South Dr, Fort Myers Fl | 2.0 mgd | < 1 mg/L DS |
| S WWTP 36" N Inf MH 1 | 1618 South Dr, Fort Myers Fl | 2.0 mgd | < 1 mg/L DS |
| LS 2256 | 15675 Pine Ridge Road, Fort Myers Beach | 0.8 mgd | < 150 ppm H2S |
| Ft Myers Beach WWTP | 17155 Pine Ridge Road, Fort Myers Beach | 3.4 mgd | < 10 ppm H2S |
| LS 2291 | 11981 Kelly Cove Dr. Fort Myers Fl | 0.125 | < 10 ppm H2S |
| LS 4467 | 4481 Underwood Dr. Fort Myers Fl | 0.235 | < 100 ppm H2S |
| LS 2237 | 17061 John Morris Rd, Fort Myers Fl | 0.8 mgd | < 100 ppm H2S |
| LS 2263 | Near 719 San Carlos Dr, Fort Myers Beach | 1.0 mgd | < 50 ppm H2S |
| LS 482 | 12901 Palm Beach Blvd., Fort Myers, Fl | 0.4 mgd | < 100 ppm H2S |
| LS 481 | 199 Louise St, Fort Myers Fl | 0.55 mgd | < 100 ppm H2S |
| LS 480 | 3841 Ballard Rd., Fort Myers, Fl | 1.6 mgd | < 250 ppm H2S |
| Central WWTP FM tap | 1501 Raleigh Street, Fort Myers Fl | 1.6 mgd | < 1 mg/L DS |
| LS 7741 | 20041 South Tamiami Trail | 0.45 mgd | < 100 ppm H2S |
| LS 7716 | Three Oaks Blvd & Corkscrew Rd, Fort | 0.5 mgd | < 100 ppm H2S |
| Three Oaks WWTP HW's | 18521 Three Oaks Pkwy., Fort Myers, FL | 2.9 mgd | < 50 ppm H2S |

## PREVENTATIVE MAINTENANCE

The Odor and Corrosion Control Program includes routine and emergency service. The Vendor's service technician shall visit the site as needed (minimum of once per month) to perform routine

## EXHIBIT A
## SPECIFICATIONS

maintenance on equipment, optimize chemical dosing, conduct compliance sampling and provide a written report monthly. On-site routine maintenance service shall include the following:

1. Check the equipment for proper operation
2. Perform compliance sampling at the control points
3. Perform scheduled preventative maintenance on equipment.
4. Submit a written report outlining services and observations during the routine service visit.

### MONITORING SERVICE

Each control point shall be monitored by the Vendor for compliance with the established odor control goal criteria a minimum of one time per month.

Analytical methods shall include the following:

| Parameter | Procedure |
|---|---|
| **Liquid Phase Monitoring** | |
| Total Sulfide | Std. Methods 4500-S2- D. Methylene Blue |
| Dissolved Sulfide | Std. Methods 4500-S2- using pre-flocculation to remove insoluble sulfides |
| pH | Combination glass electrode |
| Temperature | NIST calibrated thermometer |
| **Vapor Phase Monitoring** | |
| H2S, ppm | App-Tek Vaporlink (monitor / datalogger) / App-Tek OdaLog |

### COLLECTION SYSTEM CHANGES

The County reserves the right to make changes in the collection system at injection and control locations to optimize collection system performance and/or cost efficiency. Any such changes to the collection system causing a noncompliant control condition will not be considered the fault of the vendor. In such a case, the vendor will evaluate changes to the collection system and recommend an alternate odor control goal or an adjustment to the fixed price to accommodate these changes as appropriate.

# EXHIBIT B
# FEE SCHEDULE

The County shall pay the Vendor for actual services rendered and products provided in accordance with the fee schedules below.

## CHEMICAL/BIOLOGICAL PRODUCTS

| *Item #* | *Description* | *Unit of Measure* | *Unit Cost* |
|---|---|---|---|
| 1 | Bioxide | Gallon | $2.40 |
| 2 | Bioxide Plus 71 | Gallon | $3.55 |
| 3 | Bioxide AE | Gallon | $2.77 |
| 4 | Odophos | Gallon | $0.78 |
| 5 | Odophos Plus | Gallon | $1.43 |
| 6 | Ferric Sulfate (9%) | Gallon | $1.46 |
| 7 | PRI-SC Odophos | Gallon | $0.90 |
| 8 | PRI-SC Odophos Plus | Gallon | $1.71 |
| 9 | PRI-SC Ferric Sulfate (9%) | Gallon | $1.75 |
| 10 | 50% Hydrogen Peroxide | Pound | $0.45 |
| 11 | PRI-SC Peroxide | Pound | $0.52 |
| 12 | VX-456 (Bulk Tanker) | Pound | $1.22 |
| 13 | VX-456 (Tote) | Pound | $1.55 |
| 14 | Aktivox (Bulk Tanker) | Pound | $0.92 |
| 15 | Aktivox (Tote) | Pound | $1.24 |
| 16 | Textone L | Pound | $0.86 |
| 17 | AQuit | Pound | $16.83 |
| 18 | AlkAGEN AQ | Gallon | $1.49 |
| 19 | Sodium Hydroxide 25% | Gallon | $2.40 |
| 20 | Sodium Hydroxide 50% | Gallon | $5.18 |
| 21 | Sodium Hypochlorite | Gallon | $2.30 |

*All product prices within this section include delivery, application equipment, ongoing maintenance, technical evaluation/support service, and technology licenses.

## EQUIPMENT

The following table represents monthly costs for new installations installed at County facilities.

The Vendor shall work with the County on identifying the most cost-effective solutions for odor and corrosion issues. The County shall be charged the following rates based on airflow and H2S levels on sites with relatively stable hydrogen sulfide loading and typically low organic loads. This table represents primary vapor phase technology choices.

# EXHIBIT B
# FEE SCHEDULE

## Primary Vapor-Phase Technologies Monthly Costs

| ITEM | DESIGN AIR FLOW (cfm) | AVERAGE DESIGN H2S CONCENTRATION (ppmv) | | | |
|---|---|---|---|---|---|
| | | A. <10 | B. 10-150 | C. 150-300 | D. 300- |
| 1 | Natural Draft | $125 | $726 | N/A | N/A |
| 2 | 0-140 | $959 | $1,432 | $1,695 | $2,448 |
| 3 | 0-280 | $1,098 | $1,568 | $2,448 | $3,925 |
| 4 | 0-600 | $1,635 | $2,218 | $3,726 | $4,460 |
| 5 | 0-850 | $2,376 | $3,161 | $4,070 | $4,871 |
| 6 | 0-1150 | $2,612 | $3,472 | $4,312 | $5,372 |
| 7 | 0-1500 | $2,988 | $3,925 | $4,871 | $5,950 |
| 8 | 0-2000 | $3,294 | $4,125 | $5,845 | $6,829 |
| 9 | 0-3000 | $3,920 | $4,675 | $6,829 | $8,175 |
| 10 | 0-4000 | $4,373 | $5,372 | $8,175 | $11,550 |
| 11 | 0-5000 | $4,829 | $5,505 | $8,950 | $14,249 |
| 12 | 0-8000 | $7,480 | $8,400 | $11,445 | $15,700 |
| 13 | 0-12000 | $10,835 | $11,550 | $14,249 | $19,675 |
| 14 | 0-15000 | $11,772 | $12,880 | $22,258 | N/A |
| 15 | 0-18000 | $14,538 | $15,216 | $23,663 | N/A |

Notes:

1. A mobilization fee of two (2) times the monthly rental fee shall apply for all units. A de-mobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.

2. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

# EXHIBIT B
# FEE SCHEDULE

**Fully Automated Odor Control Products**

| | |
|---|---|
| 1. $H_2S$ Monitor | $ 360.00/mo. |
| 2. Advanced Dosing Controller & Monitor | $ 450.00/mo. |

*Monthly fee includes Internet access to data. The County shall be responsible for any necessary site improvements, utilities, and security required for the application of the products and services listed herein.*

**Professional Services:**

| Description | Fee |
|---|---|
| 1. Engineer or Chemist | $ 200.00/hr. |
| 2. Technician | $ 150.00/hr. |
| 3. Professional Engineer (P.E.) | $ 250.00/hr. |

# EXHIBIT C
# INSURANCE REQUIREMENTS

## Major Insurance Requirements

**Minimum Insurance Requirements:** ***Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.***

a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

$1,000,000 per occurrence
$2,000,000 general aggregate
$1,000,000 products and completed operations
$1,000,000 personal and advertising injury

b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

$1,000,000 combined single limit (CSL) or
$500,000 bodily injury per person
$1,000,000 bodily injury per accident
$500,000 property damage per accident

c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

$500,000 per accident
$500,000 disease limit
$500,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

# EXHIBIT C
# INSURANCE REQUIREMENTS

**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

   a. **The certificate holder shall read as follows:**

      **Lee County Board of County Commissioners**
      **P.O. Box 398**
      **Fort Myers, Florida 33902**

   b. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.**

**Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.

2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

# AGENDA ITEM REPORT

**DATE:** March 7, 2023
**DEPARTMENT:** Utilities
**REQUESTER:** Pamela Keyes
**TITLE:** Approve Amendment to Annual Contract for Odor Control and Corrosion Services

## I. MOTION REQUESTED

A) Approve Amendment No. 3 for the requested price increase of an average of 24.41%, to Evoqua Water Technologies, LLC, for the annual contract under RFP170384ANB Odor Control & Corrosion Services, through May 13, 2024, for all line items listed in the attached Tab sheet.
B) Grant the County Manager or designee the authority to execute any documents associated with the price increase on behalf of the Board of County Commissioners.

## II. ITEM SUMMARY

Approves a price increase requested by Evoqua Water Technologies, LLC, for the renewal of the annual contract to minimize the adverse effects on the County's wastewater infrastructure and address nuisance odors in the system on an as-needed basis through May 13, 2024. Evoqua submitted the required documentation to Procurement Management to substantiate the average 24.41% price increase due to raw material increases, supply chain issues, labor shortages, and increased energy cost. The Producer Price Index (PPI) for Basic Inorganic Chemical Manufacturing, which is the most relevant index comparable to this contract shows an increase of 21.5% for 2022. The total previous twelve month expenditures with Evoqua Water Technologies was $1,323,644.

## III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

On May 1, 2018, the Board of County Commissioners awarded RFP170384ANB Odor Control & Corrosion Services, to Evoqua Water Technologies, LLC to minimize the adverse effects on the County's wastewater infrastructure and address nuisance odors in the system on an as-needed basis. The original term of the contract was for an initial period of three years with an option to renew for an additional three one-year periods. LLC,

On June 1, 2021 the Board of County Commissioners approved Amendment No. 1 for an average price increase of 2.8%.

On April 19, 2022, the Board of County Commissioners approved Amendment No. 2 for an average price increase of 11.34%.

Current Board approval will allow for an average price increase of 24.41% to Evoqua Water Technologies through May 13, 2024.

B) Policy Issues

C) BoCC Goals

D) Analysis

These chemicals are utilized for Wastewater Plant treatment processing and reducing sewer odor concerns by lowering Hydrogen Sulfide throughout the Wastewater Collections system. There is an overall average increase of 24.41%, for an approximateannual increase of $323,101.53, as detailed in the Historical Pricing Summary table.

The price increase is due to raw material increases, supply chain issues, labor shortages, and increased energy cost. The Producer Price Index (PPI) for Basic Inorganic Chemical Manufacturing, which is the most relevant index comparable to this contract shows an increase of 21.5% for 2022. For the 17 chemicals outlined in the Odor Control and Corrosion Services Annual Contract, the calculated increase averaged 24.41%.

E) Options

## IV. FINANCIAL INFORMATION

| | | |
|---|---|---|
| A) | Current year dollar amount of item: | $323,102 |
| B) | Is this item approved in the current budget? | Yes |
| C) | Is this a revenue or expense item? | Expense |
| D) | Is this Discretionary or Mandatory? | Discretionary |
| E) | Will this item impact future budgets?<br>If yes, please include reasons in III(D) above. | No |

| | | |
|---|---|---|
| F) | Fund: Utilities Operating<br>Program: Utilities<br>Project: Inflow & Infiltration<br>Account Strings: OD5360448700.505240 and any other LCU account strings as needed. | |
| G) | Fund Type? | Enterprise |
| H) | Comments:<br>Expenditures will be as needed and within the department's annual adopted budgets. | |

**V. RECOMMENDATION**

Approve

**VI. TIMING/IMPLEMENTATION**

**VII. FOLLOW UP**

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| RFP170384ANB - Odor Control & Corrosion Svcs - Evoqua - Am 3 - Prie Increase - VENDOR OCR | 2/2/2023 | Budget Amendment |
| Price comparison | 2/22/2023 | Backup Material |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Utilities | Tucker, Mary | Approved | 2/22/2023 - 3:39 PM |
| Utilities | Keyes, Pamela | Approved | 2/22/2023 - 4:26 PM |
| Budget Services | Guttery, Angela | Approved | 2/24/2023 - 11:35 AM |
| Budget Services | Winton, Peter | Approved | 2/27/2023 - 9:09 AM |
| County Attorney | Swindle, Amanda | Approved | 2/27/2023 - 9:30 AM |
| County Manager | Salyer, Glen | Approved | 2/28/2023 - 10:04 AM |

Lee County
Southwest Florida

Kevin Ruane
*District One*

Cecil L. Pendergrass
*District Two*

Ray Sandelli
*District Three*

Brian Hamman
*District Four*

Mike Greenwell
*District Five*

Roger Desjarlais
*County Manager*

Richard Wesch
*County Attorney*

Donna Marie Collins
*County Hearing Examiner*

March 14, 2023

Mr. Charles Maltby
Evoqua Water Technologies, LLC
210 Sixth Avenue, Attn: Legal Dept., Suite 3300
Pittsburgh, PA 15222

SUBJECT: Renewal of Annual Contract No. RFP170384ANB
Odor Control & Corrosion Services

Dear Mr. Maltby:

This is to inform you that Lee County agrees to renew the above subject contract for an additional one (1) year period, from 5/14/23 through 5/13/24.

We are hereby extending the annual contract for an additional one-year period under the same terms and conditions as the original award.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

Kimberly Urban

Kimberly Urban
Contracts Analyst
Procurement Management Division

C: Project File

Lee County
Southwest Florida

Kevin Ruane
*District One*

Cecil L. Pendergrass
*District Two*

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Brian Hamman
*District Four*

Mike Greenwell
*District Five*

Roger Desjarlais
*County Manager*

Richard Wesch
*County Attorney*

Donna Marie Collins
*County Hearing Examiner*

October 14, 2022

239-533-8871

Mr. Charles Maltby
Evoqua Water Technologies, LLC
210 Sixth Avenue, Attn: Legal Dept, Suite 3300
Pittsburgh, PA 15222

Subject: Renewal of Annual Contract RFP170384ANB
Odor Control & Corrosion Services

Dear Mr. Maltby:

The above-referenced annual contract will expire on May 13, 2023, unless renewed. Lee County is requesting that this annual contract be renewed for an additional one-year period (5/14/23 – 5/13/24). Therefore, we are requesting that you choose one of the following options and return this letter to Lee County Procurement Management, Attn: Kimberly Urban, P.O. Box 398, Ft. Myers, FL 33902-0398, (Fax: 239-485-8383 or email kurban@leegov.com ), within 15 calendar days from receipt. Failure to return by October 31, 2022, may, at the County's sole discretion, result in contract cancellation and/or rebid of solicitation.

X* a. I want to continue performing under this annual contract for an additional one year period under the same terms and conditions as agreed upon in the above-referenced quotation. *As per attached price increase letter dated 10/28/22

***As a condition of this renewal, the vendor agrees to provide Lee County with an updated insurance certificate upon expiration of the original certificate on file with the County.***

_____ b. I am not interested in extending this contract for an additional one-year period. Why? _____

| **Vendor:** | **Lee County:** |
|---|---|
| Signature | Signature of Authorized Official |
| V.P. & G.M. | Procurement Management Director |
| Title | Title |
| 11/9/22 | 3-13-23 |
| Date | Date |

**AGENDA ITEM NO. 6.c**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** April 26, 2023

**SUBMITTED BY:** Nilsa Taylor, Administrative Services

**ITEM TYPE:** Resolution

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:**

Resolution 23-47- SHIP 2023-2026 Local Housing Assistance Plan (LHAP)

**SUGGESTED ACTION:**

Approval

**Is this item Quasijudicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**

The SHIP LHAP describes the activities that the city will undertake over the next three years, using its SHIP funds. Funding levels in the LHAP are based upon estimated amounts. For the 2023-2024 program year, the City was awarded $652,969. This number will be used as an estimate for the 2024-2025 and 2025-2026 program years. The city plans on addressing its affordable housing needs through the following strategies: Purchase Assistance, Housing Rehabilitation, Multi-Family Rental Construction, Emergency Repair, Disaster Assistance, Foreclosure Prevention, Rental Deposit/Eviction Protection and Housing Demolition/Reconstruction.

**FINANCIAL IMPACT:**

Funds are (usually) received annually from the state's Local Government Housing Trust Fund.

**ATTORNEY REVIEW/RECOMMENDATION:**
Reviewed by Attorney Rudacille.

**SUGGESTED MOTION:**
Motion to approve Resolution 23-47.

**ATTACHMENTS:**
Resolution 23-47

# RESOLUTION NUMBER 23-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

**WHEREAS,** the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

**WHEREAS,** the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

**WHEREAS,** the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

**WHEREAS**, as required by section 420.9075, F.S., it is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.

**WHEREAS,** the Housing and Community Development Division has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

**WHEREAS**, City Council finds that it is in the best interest of the public for the City of Bradenton to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA that:

Section 1: The City Council of the City of Bradenton hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2023-2024, 2024-2025, 2025-2026.

Section 2: The Mayor is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 26TH DAY OF APRIL, 2023.

ATTEST:

_____ _____

Tamara Melton, City Clerk Gene Brown, Mayor

APPROVED AS TO FORM:

_____

Scott Rudacille, City Attorney

# City of Bradenton

**SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)**

**2023-2024, 2024-2025, 2025-2026**

**Table of Contents**


| Description | Page # |
|---|---|
| **Section I, Program Details** | **3** |
| **Section II, Housing Strategies** | **7** |
| A. Purchase Assistance | **7** |
| B. Housing Rehabilitation Assistance | **9** |
| C. Housing Demolition/Reconstruction | **11** |
| D. Rental Assistance | **12** |
| E. Multi-Family Rental Construction | **14** |
| F. Disaster Assistance | **15** |
| G. Emergency Repair | **16** |
| H. Foreclosure Prevention | **17** |
| **Section III, Incentive Strategies** | **18** |
| A. Expedited Permitting | **18** |
| B. Ongoing Review Process | **18** |
| C. Other Incentive Strategies | **18** |
| **Exhibits** | |
| A. Administrative Budget for each fiscal year covered in the Plan | |
| B. Timeline for Estimated Encumbrance and Expenditures | |
| C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the Plan | |
| D. Signed LHAP Certification | |
| E. Signed, dated, witnessed or attested adopting resolution | |
| F. Ordinance: (If changed from the original creating ordinance) | |

**I. Program Details:**

**A. LG(s)**

| | |
|---|---|
| Name of Local Government | City of Bradenton |
| Does this LHAP contain an interlocal agreement? | No |
| If yes, name of other local government(s) | N/A |

**B. Purpose of the program:**

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

**C. Fiscal years covered by the Plan:** 2023-2024, 2024-2025, 2025-2026

**D. Governance:** The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

**E. Local Housing Partnership:** The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

**F. Leveraging:** The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

**G. Public Input:** Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

**H. Advertising and Outreach:** SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

**I. Waiting List/Priorities:** A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were

submitted as well as any established funding priorities as described in this plan**.**

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

| |
|---|
| Special Needs applicants receive a priority in all strategies, followed by very low-income households. |

**J.** **Discrimination :** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

**K.** **Support Services and Counseling:** Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.

**L.** **Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

| | |
|---|---|
| U.S. Treasury Department | X |
| Local HFA Numbers | |

**M.** **Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

*"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.*

**N.** **Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

**O.** **Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

**P.** **Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

***Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states:*** *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

***Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "****The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

**Q.** **Program Administration:** Administration of the local housing assistance plan will be performed by:

| Entity | Duties | Admin. Fee Percentage |
|---|---|---|
| Local Government | | 10% |
| Third Party Entity/Sub-recipient | | |

**R.** **First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less*

*than the cost of constructing a permanent structure.*

**S.** **Project Delivery Costs:** Project delivery costs will be granted to clients of the housing rehabilitation and housing reconstruction strategies. These project delivery costs may include initial inspections, scope of work development, meeting with contractors on site for the bid process, and construction oversight. These project delivery costs are actual amounts of services and deliverables.

**T.** **Essential Service Personnel Definition (ESP): ESP includes** municipal workers, teachers and educators, other school district, community college , and university employees, police and fire personnel, health care personnel, utility workers, licensed child care workers, skilled building trades and active duty military including the Coast Guard and the National Guard.

**U.** **Describe efforts to incorporate Green Building and Energy Saving products and processes:** The City will work to ensure that projects involving SHIP dollars will incorporate green building and energy saving products and process to the greatest extent possible. The Housing Rehabilitation, Housing Reconstruction, and Multifamily Rental Construction strategies will be most affected by the incorporation of these items. While the following items will be included in these projects, the city will not limit its green building and energy saving activities to these items alone:

1. **Roofs**- Energy Star qualified roof coverings will be used. If necessary, the attic will be insulated to the correct R factor if necessary.
2. **Windows**- Energy Star qualified impact windows will be used.
3. **Doors-** Insulated impact-rated exterior doors will be installed. This includes garage lift doors.
4. **HVAC units -** Energy-Star qualified units will be installed. In addition, a residential load calculation will be completed in order to ensure the HVAC system is properly sized to heat and cool the home.
5. **Plumbing**- WaterSense products will be used in plumbing repairs.
6. **Solar power systems**- if customers are interested in having a solar power system installed as part of the rehab work, this can be done. However, the roof will also be assessed for life expectancy' and replaced if necessary, prior to the solar power system being installed.
7. **Other items-** other items designed to increase the energy efficiency of the home will be considered, based on the scope of work for the project.

**V.** **Describe efforts to meet the 20% Special Needs set-aside:** Historically, the city has met its special needs set aside primarily through its housing rehabilitation strategy. Housing rehabilitation can include modifications made to the home to increase its livability for a special-needs family member. The City expects this trend to continue. There is a growing population of elderly residents we need to address home modifications for so they can age in place. We have worked with Meals on Wheels for several years, helping to provide meals to those with special needs. Most of these individuals are also very low-income. The City also assisted people with special needs through its multifamily construction/rehabilitation strategy, so it is possible that this could happen in the future, depending on SHIP program funding.

**W.** **Describe efforts to reduce homelessness:** The city will continue with the rental deposit/eviction protection strategy in this LHAP. Funding will depend upon SHIP program funds received.

Over the past several years, the city has provided funding for homeless prevention activities, provided funding for services for people who are homeless or at risk of homelessness, and funding for people who are homeless and either cannot be sheltered in local shelters due to family composition or who are about to be discharged from a medical or mental health facility into homelessness. We have worked with Gulfcoast Legal on preventing eviction and the Salvation Army on temporary housing and rental assistance. These partnerships are still in place.

The Bradenton Police Department has a Homeless Outreach Team (HOT), which engages with people who are homeless and/or stranded in Bradenton. They assist these people with transportation back home, lodging, food, or other necessities. This program has been very successful and is in its fourth year.

**Section II. LHAP Strategies:**

| **A. Purchase Assistance Strategy** | Code: 1,2 |
|---|---|

a. Summary: The purchase assistance strategy will provide purchase assistance to the first-time homebuyers as defined in Section 1, Paragraph R of this LHAP. This purchase assistance includes, but is not limited to down payment assistance, closing cost assistance up to $10,000, principal reduction payments, and buying down the rate on the mortgage, up to the maximum amount available. HUD FHA 203k loans are eligible for this strategy.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate, up to 140% AMI

d. Maximum award: $20,000

e. Terms:

1. Repayment loan/deferred loan/grant: Repayment loan secured by a note and mortgage
2. Interest Rate: 0%
3. Years in loan term: 30 years
4. Forgiveness: Any unpaid balance will be forgiven at the end of the 30-year term, provided the loan is in good standing. "Good standing" means that the loan is not delinquent (no more than 10 payments that are over 15 days late over the life of the loan or in default at that time).
5. Repayment: Repayments are required, and the minimum monthly payment is $50. Payments are based upon a total debt to income ratio, which is calculated as (first mortgage + long term debt + COB SHIP loan/gross monthly income). These terms are defined below:

- First mortgage: Principal, interest, insurance, and taxes.
- Long-term debt: Any debt with 12 or more payments remaining.
- COB loan: City purchase assistance loan calculated monthly payment.
- Gross monthly income: Monthly income before deductions.

The monthly payment is calculated using a worksheet that calculates the customer's debt to income ratio before the City's monthly loan payment is added to it. This monthly payment is adjusted until

the total debt to income ratio reaches 35%. For those who are unable to repay the loan when assistance is provided, the loan will be deferred for three years.

When the deferral period is over, the homeowner will complete a new application, and a determination will be made as to whether they can afford to make payments. If they are unable to make payments, the loan will be deferred for the remainder of the loan term and will be released at the end of the loan term. If the homeowner passes away, vacates the property, or rents it out, repayment may be accelerated with payback terms to be negotiated with the owner and/or heirs.

Payments will be made on a monthly basis for the first ten years of the loan. Any remaining balance will be forgiven at the end of the 30-year loan term. In the case of repayable loans, the debt to income ratio will be reviewed by Housing and Community Development staff per the customer's request if their financial situation changes through no fault of their own. The payments may be adjusted downward or eliminated completely - if necessary - to meet the maximum 35% debt to income ratio, should there be a decrease in income.

6. Default: The property must be occupied by the owner during the loan term. Should the property cease to be owner-occupied during the loan term, the loan will be considered in default and the balance becomes immediately due and payable. If the owner does not repay the balance of the loan upon demand, it will be due and payable when the property is refinanced, sold, leased, or conveyed.

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first qualified, first served basis and the priorities described in Section I, paragraph I.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Should the homebuyer default on their first mortgage while the city has an active lien on the property, the city will provide the firm handling the foreclosure with a payoff amount, If the property is sold and there are insufficient funds left from covering the first mortgage costs to cover the city's payoff, the lien will be written off as a loss.

Eligible properties will be located in the Bradenton city limits. These properties may be single-family homes, duplexes, condominiums, townhomes, or manufactured homes attached to a permanent foundation. Manufactured homes must be constructed after June 1994 and manufactured in accordance with the wind zone standards where the home is located. The manufactured home must also be installed in accordance with the installation standards for mobile or manufactured homes contained in 15C-1, F.A.C. When rehabilitating a manufactured home, the customer must own the land on which the home is situated.

If a short sale is pursued as an alternative to foreclosure, program staff will provide the City Attorney with a payoff amount in order to negotiate a settlement. If the city receives a partial payoff, the city may still release the lien to facilitate the sale, based upon the counsel of the City Attorney. All payments received, either through regular loan payments, first mortgage default payoffs, or short sale payoffs will be considered program income.

Borrowers may apply for additional assistance within five years of receiving purchase assistance, provided their loan is in good standing at the time of application.

| **B. Housing Rehabilitation Strategy** | Code: 3 |
|---|---|

a. Summary: The purpose of this strategy is to correct health violations, code violations, safety hazards, and to improve the energy efficiency of homeowner housing in the City of Bradenton. As much as possible, green building features will be incorporated into the repair work. For wood frame homes built before 1995 and that are not on a slab foundation, repairs will be limited to the replacement of HVAC systems.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate, up to 140% AMI

d. Maximum award: $100,000

e. Terms:

1. Repayment loan/deferred loan/grant: Repayment loan/deferred loan/grant: Project costs under $5,000 will be provided as a grant. For project costs that exceed $5,000, the loan will be repayable or deferred, depending on the borrower's ability to repay the loan.
2. Interest Rate: 0%
3. Years in loan term: Years in loan term: The term of the loan will be based upon the amount borrowed. Below is a table describing loan terms and amounts.

| Maximum amount awarded | Loan term |
|---|---|
| Up to $5,000 | grant |
| $ 5,001 - $ 10,000 | 5 years |
| $10,001 - $ 30,000 | 10 years |
| $30,001 - $ 50,000 | 15 years |
| $50,001 - $ 60,000 | 20 years |
| $60,001 - $100,000 | 30 years |
| | |

4. Forgiveness: For repayable loans, any unpaid balance will be forgiven at the end of the loan term, provided the loan is in good standing at the end of the term. "Good standing" means that the loan is not delinquent (no more than 10 late payments over the life of the loan) or in default at that time. If the loan is not current and in good standing, the balance of the lien will remain on the property, repayable whenever the property is sold, leased or conveyed, for a period not to exceed 30 years. This balance will also become due and payable should the property be refinanced for a lower interest rate or shorter term. For non-amortizing loans, the loan will be released at the end of the Loan term
5. Repayment: All borrowers will be evaluated for their ability to repay the loan. Repayments are based upon a total debt to income ratio of 35% (first mortgage + long-term debt + COB loan/gross monthly income). The definitions for these terms are:

- First mortgage: Principal, interest, insurance, and taxes.
- Long-term debt: Any debt with 12 or more payments remaining.
- COB loan: City purchase assistance loan calculated monthly payment.
- Gross monthly income: Monthly income before deductions.

The monthly payment is calculated using a worksheet that calculates the customer's debt to income ration before the City's monthly loan is added to it. This monthly payment is added to the worksheet until the total debt to income ratio reaches 35%. The City reserves the right to calculate payments at lower ratios, particularly for those at lower income levels. For those who are unable to repay the loan when assistance is provided, the loan will be deferred for three years.

When the deferral period is over, the homeowner will complete a new application, and a determination will be made as to whether they can afford to make payments. If they are unable to make payments, the loan will be deferred for the remainder of the loan term and will be released at the end of the loan term. If the homeowner passes away, vacates the property, or rents it out, repayment may be accelerated with payback terms to be negotiated with the owner and/or heirs.

In the case of repayable loans, the debt to income ratio will be reviewed per the customer's request if their financial situation changes through no fault of their own. The payments may be adjusted downward or eliminated completely if necessary to meet the maximum 35% debt to income ratio, should there be a decrease in income. When assistance is provided, the loan will be deferred for three years.

Default: The property must be occupied by the owner during the loan term. Should the property cease to be owner-occupied during the loan term, the loan will be considered in default and the balance becomes immediately due and payable. If the owner does not repay the balance of the loan upon demand, it will be due and payable when the property is refinanced, sold* leased, or conveyed.

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first qualified, first served basis and the priorities described in Section l, paragraph l.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Additional Information: Should the homebuyer default on their first mortgage while the City has an active lien on the property, the City will provide the firm handling the foreclosure with a payoff amount. If the property is sold and there are insufficient funds left from covering the first mortgage costs to cover the city's payoff, the lien will be written off as a loss.

If a short sale is pursued as an alternative to foreclosure, program staff will provide the City Attorney with a payoff amount in order to negotiate a settlement. if the city receives a partial payoff, the city may still release the lien to facilitate the sale, based upon the counsel of the City Attorney. All payments received, either through regular loan payments, first mortgage default payoffs, or short sale payoffs will be considered program income.

Borrowers may apply for additional assistance within five years of receiving housing rehabilitation assistance, provided their loan is in good standing at the time of application.

| **C. Housing Demolition/Reconstruction Strategy** | Code: 4 |
|---|---|

a. Summary candidates for the reconstruction strategy will be applicants for housing rehabilitation whose repair costs exceed 50% of the replacement cost of the home. The 50% of the replacement cost of the home based upon a replacement cost of the existing home.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, and low-income households.

d. Maximum award: $150,000

e. Terms:

1. Repayment loan/deferred loan/grant: Repayable or deferred loan based on the ability to repay the assistance.
2. Interest Rate: 0%
3. Years in loan term: 30
4. Forgiveness: For repayable loans, any unpaid balance will be forgiven at the end of the loan term, provided the loan is in good standing at the end of the term. "Good standing" means that the loan is not delinquent (no more than 10 late payments over the life of the loan) or in default at that time. If the loan is not current and in good standing, the balance of the lien will remain on the property, repayable whenever the property is sold, leased or conveyed, for a period not to exceed 30 years. This balance will also become due and payable should the property be refinanced for a lower interest rate or shorter term. For non-amortizing loans, the loan will be released at the end of the loan term.
5. Repayment: All borrowers will be evaluated for their ability to repay the loan. Repayments are based upon a total debt to income ratio of 35% (first mortgage + long-term debt + SHIP loan/gross monthly income). The definitions for these terms are:
   - First mortgage: Principal, interest, insurance, and taxes.
   - Long-term debt: Any debt with 12 or more payments remaining.
   - COB loan: City purchase assistance loan calculated monthly payment.
   - Gross monthly income: Monthly income before deductions.

   The monthly payment is calculated using a worksheet that calculates the customer's debt to income ratio before the City's monthly loan is added to it. This monthly payment is added to the worksheet until the total debt to income ratio reaches 35%. The city reserves the right to calculate payments at lower ratios, particularly for those at lower income levels. For those who are unable to repay the loan when assistance is provided, the loan will be deferred for three years.

   When the deferral period is over, the homeowner will complete a new application, and a determination will be made as to whether they can afford to make payments. If they are

unable to make payments, the loan will be deferred for the remainder of the loan term and will be released at the end of the loan term. If the homeowner passes away, vacates the property, or rents it out, repayment may be accelerated with payback terms to be negotiated with the owner and/or heirs.

In the case of repayable loans, the debt to income ratio will be reviewed per the customer's request if their financial situation changes through no fault of their own. The payments may be adjusted downward or eliminated completely if necessary in order to meet the maximum 35% debt to income ratio, should there be a decrease in income.

6. Default: The property must be occupied by the owner during the loan term. Should the property cease to be owner-occupied during the loan term, the loan will be considered in default and the balance becomes immediately due and payable. If the owner does not repay the balance of the loan upon demand, it will be due and payable when the property is refinanced, sold, leased, or conveyed.

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first qualified, first served basis and the priorities described in section 1 Paragraph 1.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Should the homebuyer default on their first mortgage while the city has an active lien on the property, the city will provide the firm handling the foreclosure with a payoff amount. If the property is sold and there are insufficient funds left from covering the first mortgage costs to cover the city's payoff, the lien will be written off as a loss.

If a short sale is pursued as an alternative to foreclosure, program staff will provide the City Attorney with a payoff amount in order to negotiate a settlement. If the city receives a partial payoff, the city may still release the lien to facilitate the sale, based upon the counsel of the City Attorney. All payments received, either through regular loan payments, first mortgage default payoffs, or short sale payoffs will be considered program income.

Borrowers may apply for additional assistance within five years of receiving housing rehabilitation assistance, provided their loan is in good standing at the time of application.

| **D. Rental Assistance (tenant) and Security and/or Utility Deposits Strategy** | Code: 13,23 |
|---|---|

a. Summary: This strategy will provide upfront financial assistance with rental security deposits, first and last months' rents and utility deposits. If this amount is not sufficient to cover the cost of moving into a rental unit, the family must be able to make up the difference or they will be considered ineligible to receive the assistance.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $3,000

e. Terms:
   1. Repayment loan/deferred loan/grant: Grant
   2. Interest Rate: N/A
   3. Years in loan term: N/A
   4. Forgiveness: N/A
   5. Repayment: N/A
   6. Default: N/A

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first-qualified, first served basis and the priorities described in Section l, Paragraph l.

g. Sponsor Selection Criteria: This strategy will be administered by a sponsor, that sponsor must be a nonprofit with at least five years' experience administering this type of program and will be chosen through a competitive application process. Access to HMIS is preferable, since the sponsor could be working with households that are homeless or at risk of homelessness, but it is not necessary. However, if two agencies are equal in terms of capacity and experience, preference will be given to the agency that has access to HMIS.

The sponsor will enter into an agreement with the city to provide the services and will be responsible for completing monthly and quarterly reports on the strategy, as well as providing a final closeout report at the end of the grant year. The sponsor will be responsible for maintaining client files and will have them available for inspection by City staff upon request. The sponsor will be able to reimburse for service delivery costs, such as inspection fees and eligibility determination and case management for applicants for the assistance.

Additional Information: The funds will either be paid directly to the party that is owed the funds or to the sponsor on a reimbursement basis. No funds will be given directly to the household. Households may apply for additional assistance, but there must be at least three years between the times the households apply for assistance.

Applicants should be leasing units where their gross monthly rent does not exceed 30% of their gross monthly income; however, applicants may rent units where the rent is 50% of their gross monthly income, provided that they are able to sustain this level of rent after the assistance has been provided. The recipients must show that they are able to continue making the monthly rental payments after the assistance is provided, and they must be signing at least a 12-month lease.

Eviction protection will be provided to households who have fallen behind on their rent and have received an eviction notice. Eligible reasons for falling behind on rent are as follows:

a) Involuntary loss in pay due to unemployment/underemployment.
b) Divorce/separation resulting in a temporary loss in income.
c) Death of a spouse resulting in a loss in income.

d) Sudden, unforeseen medical payments.
e) Involuntary loss of verifiable income from other sources (temporary or permanent).
f) Worked missed due to family member illness.
g) Unexpected vehicle repair bills.

If there is a difference between the $3,000 and the amount owed, the applicant must be able to pay this difference in order to be eligible for the assistance.

h. Additional Information:

| **E. Multifamily Rental Construction** | Code: 14, 20, 21 |
|---|---|

a. Summary: This strategy is designed to provide nonprofit and for-profit developers with deferred loans for the production of affordable multifamily rental units within the City. Funds may be used for the acquisition, rehabilitation of multifamily units, including duplexes, transitional/group home housing, or the housing portion of a mixed-use facility. The funds may be used for infrastructure costs as well as the costs of acquiring, rehabilitating, or constructing the units on a pro rata basis. The funds may be used as a match for other state and federal housing programs, such as HOME or SAIL

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate households

d. Maximum award: $150,000 per development

e. Terms:

1. Repayment loan/deferred loan/grant: deferred loan, secured with a Land Use Restriction Agreement (LURA) and mortgage, both of which will be recorded.

2. Interest Rate: 0%

3. Years in loan term: 15

4. Forgiveness: The deferred loan will be forgiven at the end of the 15-year term, provided the developer abides by the terms of the mortgage and LURA.

5. Repayment: Repayment will not be required as long as the developer abides by the term of the mortgage and LURA.

6. Default: If the developer fails to begin construction within six months of receiving funding, they will be in default. If the project is not completed within two years the developer will repay any unused funds, and if they have spent a portion of the funds awarded, the developer will still be required to comply with the eligibility period and monitoring requirements. The developer may request an

extension of up to one additional year if the delay is due to circumstances beyond their control. Circumstances beyond their control can include, but are not limited to: weather, difficulty obtaining building materials, and unexpected site findings. The decision to extend the contract will be solely at the city's discretion and will be made after a review of the circumstances surrounding the delay.

f. Recipient/Tenant Selection Criteria: Applications for potential tenants will be reviewed for eligibility by the development's management team and will be approved according to their policies and procedures. The developer and/or their management team may not refuse to rent to households receiving tenant-based rental assistance.

g. Sponsor/Sub-recipient Selection Criteria: Applications from project sponsors (or developers) will be reviewed on an ongoing basis, pending funding received. The following factors will be taken into consideration when reviewing proposals:

1) Capacity and capability to carry out the project, including financial capacity and capability.
2) Experience in completing affordable multifamily housing projects.
3) Leverage.
4) Site control.
5) Compatibility with the City of Bradenton Comprehensive Plan.
6) Neighborhood compatibility.
7) Creation of a mixed-income community.
8) Access to public transportation and walkability- proximity to shopping, schools, amenities.
9) Attractiveness of design.
10) ADA compliance and the use of universal design features.
11) Use of green building techniques.
12) Developer fee.

h. Additional Information: If the property is transferred to another entity prior to the end of the affordability period, the mortgage may be assumed, provided the new owner(s) continue making the units affordable. Any sale of units assisted under this strategy with a remaining mortgage balance must give a first right of refusal to eligible nonprofit organizations at the current market value for continued occupancy by eligible persons in accordance with Section 420.9075 (4) F. S.

The rental and income limits will be based on the SHIP program income and rent limits published annually by the Florida Housing Finance Corporation. Monitoring of rent and income eligibility will be completed . Monitoring of rent and income eligibility will be completed annually by SHIP program staff. In the case of developments that the Florida Housing Finance Corporation or U.S. Department of Housing and Urban Development monitor, the SHIP program staff will rely on this monitoring for determination of rent and tenant eligibility.

| **F. Disaster Assistance** | Code: 5, 16 |
|---|---|

a. Summary: The Disaster Strategy provides assistance to households following a disaster as declared by the President of the United States or Governor of the State of Florida. SHIP disaster funds may be used for items such as, but not limited to:

i. the purchase of emergency supplies for eligible households to weatherproof damaged homes;
ii. interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;
iii. construction of wells or repair of existing wells where the public water is not available;
iv. payment of insurance deductibles for rehabilitation of homes covered under homeowner's insurance policies;
v. security deposit for eligible recipients that have been displaced from their homes due to disaster;
vi. rental assistance for eligible recipients that have been displaced from their homes due to disaster;
vii. Strategies included in the approved LHAP that benefit applicants directly affected by the declared disaster;
viii. mortgage assistance for those who may have lost their employment due to disaster;
ix. assistance with utilities;
x. aid those who may have to travel out of state to find housing or live with family or friends;
xi. Other activities as proposed by the counties and eligible municipalities and approved by Florida Housing.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate up to 140% AMI

d. Maximum award: $15,000

e. Terms :
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first-qualified, first-served basis and the priorities described in Section I, Paragraph I.

g. Sponsor Selection Criteria: N/A

h. Additional Information: This strategy will only be implemented in the event of a disaster using any funds that have not yet been encumbered or with additional disaster funds allocated by Florida Housing Finance Corporation. SHIP funds at all times must be used for eligible applicants and eligible housing.

| **G. Emergency Repair Strategy** | Code: 17 |
|---|---|

a. Summary: These repairs are for smaller items that do not call for a major rehab. These could be roof repairs, termite treatments or window replacements. The expenses are not great but preserve affordable homes.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $10,000

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first-qualified, first served basis and the priorities described in Section l, Paragraph l,

g. Sponsor Selection Criteria: N/A

h. Additional Information:

| **H. Foreclosure Prevention Strategy** | Code: 7 |
|---|---|

a. Summary: This strategy will help those having trouble making their mortgage payments through no fault of their own. The assistance will be available to homeowners in need from 3 to six months. They must be able to show that they will be able to maintain their mortgage following assistance.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $10,000

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Must meet income requirements and be struggling to keep their mortgage current. Property will be in the City of Bradenton boundaries.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

## III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:
The Planning and Community Development Department will expedite permits for all affordable housing projects, through the Planned Development Permit, in keeping with Goals Objectives, and Policies of the Housing Element of the City's Comprehensive Plan (Goal #1, Objective and Policy #6). The Planned Development Permit and its attendant process, is a discrete, identified part of the City's Land Development Regulations (LDRs) - the implementing ordinances (laws) by which land development projects are reviewed. Through this process affordable housing projects or projects with an affordable housing component receive a "fast track", unified review and are scheduled for the first available Planning Commission and City Council hearings.

B. Name of the Strategy**: Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:
Policy: The Planning and Community Development Department will, on an on-going basis, review all housing review procedures to ensure a streamlined process for Planned Development Permits in accordance with the Housing Element of the City of Bradenton's Comprehensive Plan (Goal #2, Objective #2, Policy #6). Each year the City of Bradenton, in conjunction with the Affordable Housing Advisory Committee, will evaluate the process for permitting affordable housing and determine if there are process issues as they pertain to affordable housing. The City and the Affordable Housing Advisory Committee will recommend changes, if any are needed, to the City of Bradenton City Council for action.

C. Other Incentive Strategies Adopted:

1. **The modification of impact-fee requirements,** including reduction or waiver of fees and alternative methods of fee payment for affordable housing: The City of Bradenton revised the Housing Element of the City’s Comprehensive Plan in 2011. A new policy regarding a reduction and/or waiver of most impact fees as incentives for developing affordable housing was included in the updated plan.

2. The allowance of **flexibility in densities** for affordable housing: Currently, the City's Future land Use Element of the Comprehensive Plan and the Urban Central Business District, Urban Village zoning districts allow density bonuses for the provision of affordable housing.

3. The allowance of **affordable accessory residential units in residential zoning districts**: The City's zoning ordinance currently allows for accessory residential units in the "Village of the Arts" overlay district and is considering extending these uses to residential properties in the "Urban Village" land use designation.

4. The allowance of **flexible lot configurations**, including zero-lot-line configurations for affordable housing: The City's Planned Development Permit zone district and process currently permits flexible lot configurations for all housing types and income levels.

5. **Parking and setback requirements**- areas of the city covered by form-based code already offer more generous parking and set back requirements, and the city allows for parking and setback reductions as incentives for the production of affordable housing.

6. The support **of development near transportation hubs** and major employment centers and mixed-use developments: The update of the City's Comprehensive Plan (especially the Future Land Use, Transportation, Design, Capital Improvements, and Housing Elements) is focusing on using the principles of "new urbanism" as a basis for developing a framework for future development of the City. Inherent in these principles is the support of development near transportation hubs and employment centers. This effort has been further enhanced by the incorporation these principles into the revision of the CRA Development Plans.

7. The Affordable Housing Advisory Committee recommended to the Planning Department that when the form-based code is evaluated, changes need to be discussed. The desire is to allow for more **generous parking requirements.** Perhaps more than one space per household.

8. The City has the **modification setbacks** as an incentive for the production of affordable housing. The strategy was implemented in 7/06. Form-based code requirements were adopted in 6/11.

9. The City does not apply **street requirements** unless there is already a street at the site. If the developer is required to meet street requirements, these can be offset with impact fee credits. The incentive needs to be defined in quantifiable terms. There also needs to be an application process.

10. The City has an **inventory of lands** it owns and has just finished the process of updating this inventory. The inventory has been evaluated and there is a property that is suitable for affordable housing development. Discussion of the property is on the agenda for our next AHAC meeting.

## ADDITIONAL RECOMMENDATIONS

### AFFORDABLE GREEN BUILDING

Green Building provides a healthier environment for life on our planet.
**Meeting Synopsis:** The city encourages the use of energy efficient and environmental concepts for home building.
**Existing Strategy:** The city encourages the use of energy efficient and environmental concepts for home building, including affordable housing.
**AHAC Recommendation:** Continue to encourage the use of energy efficient and environmental concepts for home building, including affordable housing. The use of green building techniques could be encouraged through other incentives.
**Implementation:** 9/09

### INCLUSIONARY ZONING

Inclusionary Zoning assists in the preparation of mixed-use environments with multiple housing types and income levels. By linking the production of affordable housing to private market development, inclusionary zoning expands the supply of affordable housing while dispersing affordable units through the municipality.
**Meeting Synopsis:** The city does not have any regulations regarding inclusionary zoning, but has considered it.
**Existing Strategy:** None.
**AHAC Recommendation:** Consider using inclusionary zoning as a method of ensuring a supply of affordable housing.
**Implementation:** Under consideration

### WAIVER OF REINSPECTION FEES ON AFFORDABLE HOUSING PROJECTS

**Meeting Synopsis:** The city does not have this in place, although it does charge for missed inspection, and these fees increase as the number of reinspections for a single work item increase.
**Existing Strategy:** None.
**AHAC Recommendation:** Consider waiving fees for missed inspections for affordable housing developments
**Implementation:** Proposed this year by the Affordable Housing Advisory Committee

### IMPACT STATEMENT

**Meeting Synopsis:** The AHAC does not have an Impact Statement, but is recommending one to be included in this year's strategies.
**Existing Strategy:** None.
**AHAC Recommendation:** The City will require that two trees be planted in the yard of every new home. The estimated expense is $500 per new construction.
**Implementation:** Work with Planning on changing the form-based code.

## IV. EXHIBITS:

Required

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

Optional

F. Ordinance: (If changed from the original creating ordinance).

G. Interlocal Agreement (Required if applicable).

H. Other Documents Incorporated by Reference.

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR



**(Local Government name)**

| Fiscal Year: 2023-2024 | | |
|---|---|---|
| Estimated SHIP Funds for Fiscal Year: | $ | 652,969.00 |
| Salaries and Benefits | $ | 60,000.00 |
| Office Supplies and Equipment | $ | 500.00 |
| Travel Per diem Workshops, etc. | $ | 1,200.00 |
| Advertising | $ | 3,500.00 |
| Other* | $ | |
| Total | $ | 65,200.00 |
| Admin % | | 9.99% |
| | | **OK** |
| Fiscal Year 2024-2025 | | |
| Estimated SHIP Funds for Fiscal Year: | $ | 652,969.00 |
| Salaries and Benefits | $ | 60,000.00 |
| Office Supplies and Equipment | $ | 500.00 |
| Travel Per diem Workshops, etc. | $ | 1,200.00 |
| Advertising | $ | 3,500.00 |
| Other* | $ | |
| Total | $ | 65,200.00 |
| Admin % | | 9.99% |
| | | **OK** |
| Fiscal Year 2025-2026 | | |
| Estimated SHIP Funds for Fiscal Year: | $ | 652,969.00 |
| Salaries and Benefits | $ | 60,000.00 |
| Office Supplies and Equipment | $ | 500.00 |
| Travel Per diem Workshops, etc. | $ | 1,200.00 |
| Advertising | $ | 3,500.00 |
| Other* | $ | |
| Total | $ | 65,200.00 |
| Admin % | | 9.99% |
| | | **OK** |

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:

# Exhibit B
# Timeline for SHIP Expenditures

The City of Bradenton affirms that funds allocated for these fiscal years will meet the following deadlines:

| Fiscal Year | Encumbered | Expended | Interim Report | Closeout Report |
|---|---|---|---|---|
| **2023-2024** | 6/30/2025 | 6/30/2026 | 9/15/2025 | 9/15/2026 |
| **2024-2025** | 6/30/2026 | 6/30/2027 | 9/15/2026 | 9/15/2027 |
| **2025-2026** | 6/30/2027 | 6/30/2028 | 9/15/2027 | 9/15/2028 |

If funds allocated for these fiscal years are not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation will be notified according to the following chart:

| Fiscal Year | Fuds Not Expended | Closeout AR Not Submitted |
|---|---|---|
| **2023-2024** | 3/30/2026 | 6/15/2026 |
| **2024-2025** | 3/30/2027 | 6/15/2027 |
| **2025-2026** | 3/30/2028 | 6/15/2028 |

**Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15th of the year in which funds are required to be expended. The extension request shall be emailed to Robert.dearduff@floridahousing.org and cameka.gardner@floridahousing.org and include:**

1. A statement that Bradenton, Manatee County requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

*Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email cameka.gardner@floridahousing.org when you are ready to "submit" the AR.*

**Other Key Deadlines:**

AHAC reports are now due annually by December 31st. Local governments receiving the minimum (or less) allocation may choose not to report.

**FLORIDA HOUSING FINANCE CORPORATION**

**HOUSING DELIVERY GOALS CHART**

**2023-2024**

**Name of Local Government:** Bradenton

**Estimated Funds (Anticipated allocation only):** $ 652,969

| Code | Strategies / Homeownership | Qualifies for 75% set-aside | VLI Units | Max. SHIP Award | LI Units | Max. SHIP Award | Mod Units | Max. SHIP Award | Construction | Without Construction | Total | Units |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2 | Purchase Assistance without Rehab | Yes | 0 | $20,000 | 0 | $20,000 | 1 | $20,000 | $20,000.00 | $0.00 | $20,000.00 | 1 |
| 3 | Owner Occupied Rehabilitation | Yes | 3 | $60,000 | 3 | $50,000 | 1 | $29,554 | $359,554.00 | $0.00 | $359,554.00 | 7 |
| 4 | Demolition/Reconstruction | Yes | 0 | $150,000 | 0 | $150,000 | 0 | $150,000 | $0.00 | $0.00 | $0.00 | 0 |
| 5 | Disaster Assistance | Yes | 0 | $15,000 | 0 | $15,000 | 0 | $15,000 | $0.00 | $0.00 | $0.00 | 0 |
| 6 | Emergency Repair | Yes | 2 | $8,000 | 1 | $10,000 | 1 | $6,000 | $32,000.00 | $0.00 | $32,000.00 | 4 |
| 7 | Foreclosure Prevention | Yes | 3 | $8,000 | 2 | $4,000 | 0 | $10,000 | $32,000.00 | $0.00 | $32,000.00 | 5 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | Total Homeownership | | 8 | | 6 | | 3 | | $443,554.00 | $0.00 | $443,554.00 | 17 |
| | Purchase Price Limits: | | New | $ 349,526 | Existing | $ 349,527 | | | | | | |
| | | | OK | | OK | | | | | | | |

| Code | Rental | Qualifies for 75% set-aside | VLI Units | Max. SHIP Award | LI Units | Max. SHIP Award | Mod Units | Max. SHIP Award | Construction | Without Construction | Total | Units |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 13 | Rental Assistance (Tenant) | No | 4 | $3,000 | 4 | $3,000 | 0 | 3000 | $0.00 | $24,000.00 | $24,000.00 | 8 |
| 21 | New Construction | Yes | 0 | $150,000 | 2 | $60,000 | 0 | 150000 | $120,000.00 | $0.00 | $120,000.00 | 2 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | Total Rental | | 4 | | 6 | | 0 | | $120,000.00 | $24,000.00 | $144,000.00 | 10 |
| | | | | | | | | | | | | |
| | Administration Fees | | $ 65,200 | | 10% | | OK | | | | | |
| | Home Ownership Counseling | | $ - | | | | | | | | | |
| | Total All Funds | | $ 652,754 | OK | | | | | | | | |

**Set-Asides**

| | | | |
|---|---|---|---|
| Percentage Construction/Rehab (75% requirement) | | 86.3% | OK |
| Homeownership % (65% requirement) | | 67.9% | OK |
| Rental Restriction (25%) | | 22.1% | OK |
| Very-Low Income (30% requirement) | | $ 232,000 | 35.5% OK |
| Low Income (30% requirement) | | $ 648,000 | 99.2% OK |
| Moderate Income | | $ 55,554 | 8.5% |

# FLORIDA HOUSING FINANCE CORPORATION
## HOUSING DELIVERY GOALS CHART
## 2024-2025

**Name of Local Government:**

**Estimated Funds (Anticipated allocation only):** $ 652,969

| Code | Strategies / Homeownership | Qualifies for 75% set-aside | VLI Units | Max. SHIP Award | LI Units | Max. SHIP Award | Mod Units | Max. SHIP Award | Construction | Without Construction | Total | Units |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2 | Purchase Assistance without Rehab | Yes | 2 | $19,000 | 2 | $20,000 | 2 | $20,000 | $118,000.00 | $0.00 | $118,000.00 | 6 |
| 3 | Owner Occupied Rehabilitation | Yes | 2 | $30,000 | 2 | $35,000 | 2 | $40,000 | $210,000.00 | $0.00 | $210,000.00 | 6 |
| 4 | Demolition/Reconstruction | Yes | 1 | $150,000 | 0 | $79,800 | 0 | $150,000 | $150,000.00 | $0.00 | $150,000.00 | 1 |
| 5 | Disaster Assistance | Yes | 2 | $8,000 | 2 | $5,000 | 1 | $1,050 | $27,050.00 | $0.00 | $27,050.00 | 5 |
| 6 | Emergency Repair | Yes | 2 | $4,000 | 3 | $3,000 | 1 | $7,500 | $24,500.00 | $0.00 | $24,500.00 | 6 |
| 7 | Foreclosure Prevention | Yes | 2 | $5,500 | 3 | $5,000 | 1 | $8,000 | $34,000.00 | $0.00 | $34,000.00 | 6 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | Total Homeownership | | 11 | | 12 | | 7 | | $563,550.00 | $0.00 | $563,550.00 | 30 |
| | Purchase Price Limits: | | New | $ 349,526 | Existing | $ 349,526 | | | | | | |
| | | | OK | | OK | | | | | | | |

| Code | Rental | Qualifies for 75% set-aside | VLI Units | Max. SHIP Award | LI Units | Max. SHIP Award | Mod Units | Max. SHIP Award | Construction | Without Construction | Total | Units |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 13 | Rental Assistance (Tenant) | No | 4 | $3,000 | 3 | $3,000 | 1 | 3000 | $0.00 | $24,000.00 | $24,000.00 | 8 |
| 21 | New Construction | Yes | 0 | $150,000 | 0 | $150,000 | 0 | 150000 | $0.00 | $0.00 | $0.00 | 0 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | Total Rental | | 4 | | 3 | | 1 | | $0.00 | $24,000.00 | $24,000.00 | 8 |
| | Administration Fees | | $ 65,200 | | 10% | | | OK | | | | |
| | Home Ownership Counseling | | $ - | | | | | | | | | |
| | Total All Funds | | $ 652,750 | OK | | | | | | | | |

**Set-Asides**

| | | | |
|---|---|---|---|
| Percentage Construction/Rehab (75% requirement) | | 86.3% | OK |
| Homeownership % (65% requirement) | | 86.3% | OK |
| Rental Restriction (25%) | | 3.7% | OK |
| Very-Low Income (30% requirement) | | $ 295,000 45.2% | OK |
| Low Income (30% requirement) | | $ 144,000 22.1% | OK |
| Moderate Income | | $ 139,550 21.4% | |

# FLORIDA HOUSING FINANCE CORPORATION

## HOUSING DELIVERY GOALS CHART

## 2025-2026

**Name of Local Government:** Bradenton

**Estimated Funds (Anticipated allocation only):** $ 652,969

| Code | Strategies<br>Homeownership | Qualifies for 75% set-aside | VLI Units | Max. SHIP Award | LI Units | Max. SHIP Award | Mod Units | Max. SHIP Award | Construction | Without Construction | Total | Units |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2 | Purchase Assistance without Rehab | Yes | 2 | $15,000 | 1 | $19,000 | 1 | $6,000 | $55,000.00 | $0.00 | $55,000.00 | 4 |
| 3 | Owner Occupied Rehabilitation | Yes | 3 | $34,500 | 2 | $25,000 | 1 | $25,000 | $178,500.00 | $0.00 | $178,500.00 | 6 |
| 4 | Demolition/Reconstruction | Yes | 1 | $90,000 | 0 | $150,000 | 0 | $150,000 | $90,000.00 | $0.00 | $90,000.00 | 1 |
| 5 | Disaster Assistance | Yes | 3 | $4,000 | 2 | $3,500 | 1 | $20,000 | $39,000.00 | $0.00 | $39,000.00 | 6 |
| 6 | Emergency Repair | Yes | 2 | $5,000 | 3 | $3,500 | 0 | $10,000 | $20,500.00 | $0.00 | $20,500.00 | 5 |
| 7 | Foreclosure Prevention | Yes | 1 | $8,500 | 4 | $6,000 | 1 | $10,000 | $42,500.00 | $0.00 | $42,500.00 | 6 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | Total Homeownership | | 12 | | 12 | | 4 | | $425,500.00 | $0.00 | $425,500.00 | 28 |
| | Purchase Price Limits: | | New | $ 349,526 | Existing | $ 349,526 | | | | | | |
| | | | OK | | OK | | | | | | | |

| Code | Rental | Qualifies for 75% set-aside | VLI Units | Max. SHIP Award | LI Units | Max. SHIP Award | Mod Units | Max. SHIP Award | Construction | Without Construction | Total | Units |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 13 | Rental Assistance (Tenant) | No | 1 | $3,000 | 1 | $2,500 | 0 | 3000 | $0.00 | $5,500.00 | $5,500.00 | 2 |
| 21 | New Construction | Yes | 2 | $78,000 | 0 | $150,000 | 0 | 150000 | $156,000.00 | $0.00 | $156,000.00 | 2 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | | | | | | | | | $0.00 | $0.00 | $0.00 | 0 |
| | Total Rental | | 3 | | 1 | | 0 | | $156,000.00 | $5,500.00 | $161,500.00 | 4 |
| | | | | | | | | | | | | |
| | Administration Fees | | $ 65,200 | | 10% | | OK | | | | | |
| | Home Ownership Counseling | | $ - | | | | | | | | | |
| | Total All Funds | | $ 652,200 | OK | | | | | | | | |

**Set-Asides**

| | | | |
|---|---|---|---|
| Percentage Construction/Rehab (75% requirement) | | 89.1% | OK |

| | | | | |
|---|---|---|---|---|
| **Homeownership % (65% requirement)** | | **65.2%** | | **OK** |
| **Rental Restriction (25%)** | | **24.7%** | | **OK** |
| **Very-Low Income (30% requirement)** | | $ 413,000 | 63.2% | **OK** |
| **Low Income (30% requirement)** | | $ 110,500 | 16.9% | **OK** |
| **Moderate Income** | | $ 61,000 | 9.3% | |

Exhibit D
67-37.005(1), F.A.C.
2023

# CERTIFICATION TO
# FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: City of Bradenton

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

_____ _____

Witness Chief Elected Official or designee

Gene Brown, Mayor

_____ _____

Witness Type Name and Title

_____

Date

**OR**

_____

Attest: (Seal)

**AGENDA ITEM NO. 6.d**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** April 26, 2023

**SUBMITTED BY:** Nilsa Taylor, Administrative Services

**ITEM TYPE:** Resolution

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** Resolution 23-48 - Public Works Commercial Driver's License Bonus Program Amendment

**SUGGESTED ACTION:** Approve Bonus Program for Public Works CDL holders, as amended.

**Is this item Quasijudicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
The City of Bradenton, Public Works & Utilities, Solid Waste division, has been faced with a shortage of CDL drivers. This shortage has impacted employee retention and services to City residents. The bonus program provides an incentive to reward current and prospective employees who remain satisfactorily employed, to receive a CDL bonus. The program incentive will be offered from October 1, 2022, through September 30, 2023.

This amendment applies only to employees hired on or after October 1, 2022, and to existing employees approved to obtain a CDL between these same dates.

**FINANCIAL IMPACT:**
The $25,000 program cost will be funded by a one-time transfer from General Fund contingencies.

**ATTORNEY REVIEW/RECOMMENDATION:**
Attorney Scott Rudacille reviewed Resolution 23-48.

**SUGGESTED MOTION:**

Move to approve Resolution 23-48.

**ATTACHMENTS:**
Resolution 23-48

# CITY OF BRADENTON

## RESOLUTION NUMBER 23-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING A BONUS PROGRAM FOR PUBLIC WORKS COMMERCIAL DRIVER'S LICENSE (CDL) HOLDERS; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, The City of Bradenton has a shortage of CDL drivers; AND

**WHEREAS**, the shortage has impacted employee retention and services; AND

**WHEREAS**, The Bonus Program provides an incentive to reward CDL holders; AND

**WHEREAS**, the City desires to adopt this resolution to reward current and prospective employees who remain satisfactorily employed, to receive a CDL bonus;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA:**

1. The Bonus Program for Public Works CDL holders, as attached hereto, is hereby approved.
2. This resolution shall repeal and replace all prior resolutions in conflict herewith.
3. This Resolution shall take effect immediately upon its adoption.

**PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 26th DAY OF APRIL 2023.**

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

3790277v1

# AMENDMENT #1
# Guidelines
# Bonus Program for
# Public Works
# Commercial Driver's License (CDL) Holders
# Starting October 1, 2022 through September 30, 2023

## Purpose

The purpose of the Bonus program for Public Works CDL holders is to provide an incentive award to both current and prospective employees. New hires and/or current employees who remain satisfactorily employed with the City for at least one full year are eligible to receive the bonus. The Bonus program incentive will be offered from October 1, 2022, through the end of business on September 30, 2023, subject to future needs and appropriations. THIS AMENDMENT APPLIES ONLY TO EMPLOYEES HIRED ON OR AFTER OCTOBER 1, 2022, AND TO EXISTING EMPLOYEES APPROVED TO OBTAIN A CDL BETWEEN THESE SAME DATES.

## Eligibility

1. Current Employees – A current employee who has been satisfactorily employed in a position requiring a CDL is eligible to receive a one (1) time bonus payment of $2,000 as follows:
    a) 0-1 year of service will receive two (2) payments in the sum of $1,000 each as follows:
        i. The first installment will be payable on the next regularly scheduled pay date, upon successful completion of a 6-month introductory period.
        ii. The second installment will be payable on the next regularly scheduled pay date upon successful employment of one (1) year.

2. Current employees who hold a CDL that is not required for their position, but receive premium pay for holding the license, are eligible to receive a one (1) time bonus payment of $1,000 as follows:
    a) 0-1 year of service will receive two (2) payments in the sum of $500 each as follows:
        i. The first installment will be payable on the next regularly scheduled pay date, upon successful completion of a 6-month introductory period.
        ii. The second installment will be payable on the next regularly scheduled pay date upon successful employment of one (1) year.

## Bonus Amount and Program Administration

A. Bonus pay will be payable in a separate check.

B. Bonuses are considered supplemental wages and therefore are taxable as defined by the Internal Revenue Service (IRS).

C. Eligible employees will receive a copy of the guidelines and an acknowledgment form for signatures.

D. Bonus forms must be completed and submitted between October 1, 2022 and September 30, 2023.

E. Bonus payments will be made as defined in this guideline.

F. Human Resources will monitor the use of the Bonus Program and will report to the City Administrator information on the use of the program.

G. This is a one-time Bonus program. If the recipient of the CDL bonus leaves employment between October 1, 2022 and September 30, 2023, and is then rehired, he/she will not be eligible to receive another bonus as a re-hire.

H. Employees terminating employment (excludes retirement) within eighteen 18 months of hire date, will be responsible for reimbursing the City for the entire bonus.

I. The hiring process will be fair and consistent with City of Bradenton policy and procedures. All candidates will be evaluated for employment without bias. All information regarding the hiring decision will remain strictly confidential.

# Commercial Driver's License Bonus Acknowledgement

***To be completed and submitted to HR for Payroll Processing***

We are pleased to offer you a CDL bonus of:
*(Please make the appropriate selection in each section)*

☐ $2,000

☐ $1,000

Bonus will be paid as follows for those in positions requiring a CDL:

☐ 2- $1,000 payments (employees with 0-1 year of service)
- First installment - upon successful completion of a 6-month introductory period.
- Second installment - upon successful employment of one (1) year.

Bonus will be paid as follows for those in positions not requiring a CDL but receiving premium pay:

☐ 2- $500 payments (employees with 0-1 year of service)
- First installment - upon successful completion of a 6-month introductory period.
- Second installment - upon successful employment of one (1) year.

All Bonus pay is taxable, as defined by the IRS. In the event that you leave the City of Bradenton within eighteen 18 months of your date of hire, you will be responsible for reimbursing the City for the entire bonus.

By signing this agreement, you agree that you have read and understand the terms and conditions of the Bonus program guidelines. You authorize the City of Bradenton to make the deductions, in full, from any severance and/or other final pay you may receive upon termination of employment (excludes retirement). In the event that your final paycheck does not fully satisfy the debt you owe, you agree to pay any and all reasonable collection, interest, and attorney fees that may be associated with the collection and settlement of the debt.

ACKNOWLEDGEMENT:

Employee Print Name: _____ Date: _____

Employee Signature: _____ Date: _____

Supervisor/Manager Signature: _____ Date: _____

Department Director: _____ Date: _____

**HR USE:**

Date Received _____ Verified Position _____ Date Sent to Payroll _____

**Approved:**

Human Resources Manager _____

City Administrator or Designee _____

Payroll _____

**AGENDA ITEM NO. 6.e**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** April 26, 2023

**SUBMITTED BY:** Rob Perry, City Administration

**ITEM TYPE:** Agreement

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** Memorandum of Understanding with ISM USA, LLC for the Bradenton Area River Regatta

**SUGGESTED ACTION:** Approval

**Is this item Quasijudicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
For nearly a decade, the City of Bradenton has worked with the Manatee County Tourist Development Council (TDC) to serve as a disbursement entity for the Bradenton Area River Regatta. In the past, this event has drawn upwards of 90,000 spectators to the area. This year, the promoter is requesting a two-year MOU with the City of Bradenton. This MOU is subject to appropriation and approval by the TDC and the Manatee County Board of County Commissioners.

**FINANCIAL IMPACT:**
In-kind services during the event.

**ATTORNEY REVIEW/RECOMMENDATION:**
N/A

**SUGGESTED MOTION:**
Motion to approve the MOU with ISM USA, LLC for the City of Bradenton to serve as a disbursement entity for the 2024 and 2025 Bradenton Area River Regatta.

**ATTACHMENTS:**
2024 and 2025 Regatta Memorandum of Understanding

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is executed between ISM USA, LLC ("ISM") and the City Council of the City of Bradenton (City) for the purpose of facilitating the Bradenton Area River Regatta (the "Event") on the Manatee River in downtown Bradenton, Florida, on February 22, 2024 and on a date yet to be determined in 2025.

### Event Overview:

ISM will operate as the Event Managers and Operators of the Regatta on February 22, 2024 and on a date yet to be determined in 2025.

### Examples of Event Activities:

Event activities to include, but are not limited to: F2 High Performance Boat Races between the Tropicana Railroad and 9th Street Green Bridge on the Manatee River, High Performance Jet Ski races, professional water ski entertainment, fireworks and Concert in the Park.

### Estimated Attendance:

Attendance is estimated to be approximately 90,000 +/- spectators with an estimated $11-12M economic impact. Aside from the Bradenton Public Market, the Event will be promoted by Bradenton Area Convention and Visitors Bureau in Orlando, Tampa, Sarasota, Europe and Pittsburgh, PA, Bradenton's sister city.

### MOU Term:

The term of this agreement shall commence upon execution and shall expire February 23, 2025 unless terminated by mutual agreement, amended or extended for non-anticipated reasons.

### Responsibilities:

The responsibilities of each party may be amended by mutual agreement at any time through written communication.

### ISM agrees to:

1. Contract and schedule the full operations of the official circuit race of the Powerboat Super League 2024 and 2025.
2. Contract and schedule a fireworks display, drone, or other mutually agreeable show to take place on Friday night, February 21, 2024 and on a date yet to be determined in 2025.
3. ISM will be responsible for contracting and coordinating with any third-party concessionaire.
4. Produce and design all Event programming, media relations, messaging and social media Initiatives.
5. Plan and coordinate a public safety personnel plan with City of Bradenton officials for the safety and welfare of the attendees. ISM will provide Event supervisors and private security throughout the Event.
6. Carry comprehensive general liability insurance with a minimum of $2,000,000 per occurrence. ISM will name City of Bradenton, Manatee County Government and the City of Palmetto as additional insured. ISM will also review the option of purchasing rain insurance for the Event.
7. The Firm of Galvano and Grimes will be liaison to coordinate the governmental permitting aspects of the Regatta.
8. Shall apply for and use all reasonable efforts to secure all necessary permits specifically related to the Event. All fees and costs, including fees of third parties assisting in obtaining permits shall be paid by ISM.

### City Agrees to:

1. The City will operate as a disbursement entity (to commence after Manatee County Tourist

Development Council and Board of County Commission approvals) of the Event's sponsorship funds received from the Bradenton Area Convention and Visitors Bureau and any fund sponsors who may wish to pay a sponsorship directly to the City.

2. The City agrees to make payments in accordance with the times and terms of invoice schedule as outlined in Exhibit A.

The Parties agree that they have formed the mutual intent to enter into this MOU. They further agree to work together in good faith to finalize any incidental terms through mutual negotiations.

This MOU is made and entered into as of the 26th day of April, 2023 by and between ISM USA, LLC, and the City Council of the City of Bradenton.

City of Bradenton

By: _____
Gene Brown, Mayor

By: _____
Michael J. Fetchko, President

**EXHIBIT A**
**MOU-ISM, City of Bradenton – 2024 and 2025 Bradenton Area River Regatta**

**2024 Bradenton Area River Regatta**

**July 1, 2023** **$50,000 (sponsorship dollars from TDC)**

- Planning/Operations
- Contracting Deposit- Powerboat Super League (1st Deposit)

**September 1, 2023** **$50,000 (sponsorship dollars from TDC)**

- Planning/Operation
- Contracting Deposit – Zambelli International

**November 1, 2023** **$50,000 (sponsorship dollars from TDC)**

- Planning/Operations
- National Concert Talent Deposit
- National BMX Show Deposit
- National Down Show Deposit
- International XPOGO Deposit
- Powerboat Super League (2nd Deposit)

**December 1, 2023** **$50,000 (sponsorship dollars from TDC)**

- Planning/Operations

**2024 Bradenton Area River Regatta**

**July 1, 2024** **$50,000 (sponsorship dollars from TDC)**

- Planning/Operations
- Contracting Deposit- Powerboat Super League (1st Deposit)

**September 1, 2024** **$50,000 (sponsorship dollars from TDC)**

- Planning/Operation
- Contracting Deposit – Zambelli International

**November 1, 2024** **$50,000 (sponsorship dollars from TDC)**

- Planning/Operations
- National Concert Talent Deposit
- National BMX Show Deposit
- National Down Show Deposit
- International XPOGO Deposit
- Powerboat Super League (2nd Deposit)

**December 1, 2024** **$50,000 (sponsorship dollars from TDC)**

- Planning/Operation

**AGENDA ITEM NO. 6.f**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** April 26, 2023

**SUBMITTED BY:** Kelly Thomas, Event Review Committee

**ITEM TYPE:** Special Event

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** Bradenton Riverwalk Holiday of the Arts

**SUGGESTED ACTION:** Approval with Stipulations

**Is this item Quasijudicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
This is a family-friendly multi-day event to be held December 16-17, 2023 (Set-Up Dec. 15th) at the Riverwalk Pavilion and Parking Lot area. The free event features artists and their works and expects approximately 1,500 per day of event.

**FINANCIAL IMPACT:**
N/A

**ATTORNEY REVIEW/RECOMMENDATION:**
N/A

**SUGGESTED MOTION:**
Motion to approve Bradenton Riverwalk Holiday of the Arts, December 16-17, 2023 with the following stipulations: Compliance with all COB Special Event Standards; Port-o-Lets: 9 Regular and 1 Handicap; 4 BPD Extra Duty Officers (2 per shift); Parking Plan; Notification Form.

**ATTACHMENTS:**
Bradenton Riverwalk Holiday of the Arts Application and Site Plan

# SPECIAL EVENT PERMIT APPLICATION

## Application Information

Organization Name: PARAGON FESTIVALS  Date of Application: 3-10-23

Contact Name: ED HENDRIX  Contact Phone 1: 941-268-8565

Contact Email: events@paragonfestivals.com  Contact Phone 2: 727-542-3000

Address: P.O. Box 3674

City: SARASOTA  State: FL  Zip: 34230

## Event Information

Name of Event: BRADENTON RIVERWALK HOLIDAY OF THE ARTS  Event Date: DEC 16 + 17, 2023 SAT + SUN

Purpose of Event: FAMILY EVENT - COMMUNITY ECONOMIC IMPACT

Description of Event: ARTISTS FROM AROUND THE COUNTRY SHOWCASING THEIR WORK

Event Location: PAVILION AREA - ROSSI PARK

If the event is to be held on the Riverwalk, please check the area(s) to be used.

| | | |
|---|---|---|
| Mosaic Amphitheater | ✓ Pavilion Area | Great Lawn |
| Regatta Plaza | Parking Lot Areas | Tower Plaza |
| Skate Park | Outdoor Living Room | Botanical Gardens |
| Volleyball Courts | Other (specify): | |

| 2023 | Date | Day | Start Time | End Time | Anticipated Attendance |
|---|---|---|---|---|---|
| Setup | DEC 15 | FRIDAY | 7:00 AM | 5:00 PM | — |
| Event Day 1 | DEC 16 | SATURDAY | 10:00 AM | 5:00 PM | 1500 |
| Event Day 2 | DEC 17 | SUNDAY | 10:00 AM | 5:00 PM | 1500 |
| Event Day 3 | — | — | — | — | — |
| Break Down | DEC 17 | SUNDAY | 5:00 PM | 10:00 PM | — |

Number of years event has been held: 2/2021 2022  Past Attendance: 1500

(03/2022)

Is there a fee to attend the event? Yes (No) Is the event open to the public? (Yes) No

Will any tents be used for the event? (Yes) No

| Tent Size | Number of Tents | Tent Location |
|---|---|---|
| 10 x 10 | 100 (ESTIMATE) | PLACED NEXT TO EACH OTHER AROUND THE PAVILION |
| | | |
| | | |

Note: Tents must be weighted and stakes are prohibited. Tents larger than 10'x10' require an additional permit.

Will a stage be used for the event? Yes (No)

Will the event require electricity? Yes (No) Type of electrical power: N/A

Will a generator be used? (Yes) No Size of generator: —

Will gas equipment be used? Yes (No) Type of fuel source: —

## Vendor Information

Will the event offer food? Yes (No)

Where will the food be prepared? NO

Will cooking equipment be used? Yes (No)

Method/type of cooking equipment N/A

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes (No)

Note: Alcohol will require an additional permit.

## Event Entertainment

Will the event feature entertainment? Yes (No)

Will amplified sound equipment be used? Yes (No)

Will musical entertainment be used? Yes (No)

Please describe any type of entertainment and sound equipment.

N/A

Are fireworks planned? Yes (No) Note: Fireworks will require an additional permit.

Are live animals planned to be at the event? Yes (No)

Describe any additional event activities.

N/A

(03/2022)

## Event Housekeeping

**CITY SERVICES REQUESTED**

Electricity Needed? Yes (No)

Solid Waste Service? Yes (No)

Contact: Electrical Department (941) 465-4923 and/or Sanitation (941) 708-6342

**TEMPORARY SANITARY/PORTABLE TOILETS**

Will temporary sanitary facilities be provided? (Yes) No

Please indicate how many and location on required site plan. 9 REG / 1 HANDICAP

## Event Security

**NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:**

Bradenton Police Department security is required when alcoholic beverages are present, when closure of a public street is necessary, when large crowds are in attendance, or in any other situation as deemed necessary by the Bradenton Police Department. The number of personnel required is determined by the Bradenton Police Department and wages are payable by applicant.

Contact Bradenton Police Department Extra-Duty Employment Coordinator, Brenda Lovett, at 941-932-9317 or Brenda.Lovett@BradentonPD.com to discuss security requirements.

## Street Closure

Is street closure requested? Yes (No) Note: Please complete the Street Closure Form.

## Application Review

During the application review by the Event Review Committee, additional conditions may be imposed. This permit is valid only for the time indicated on this application. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized city personnel.

A non-refundable application fee of $25 shall be paid at the time of application. Rental fees and damage deposits will be paid following approval of the event request.

Please return application, rental contract, and site plan to Events at City of Bradenton, 101 Old Main Street, Bradenton, FL 34205 or via email to Events@bradentonFL.gov.

## Rental Contract

All event organizers must read and sign the Rental Contract before the event permit is issued.

Levels of sound, music, and noise produced at the authorized event shall adhere to the city noise ordinance. If, at any time, a City of Bradenton law enforcement officer determines that this standard has been violated, said officer shall have the authority to require the event organizer, or any agent thereof, to take all necessary and appropriate actions to prevent further violations of this standard. If the event organizer or any agent thereof fails to obey the orders of the law enforcement officer, event organizer will be required to present any future events to City Council for review prior to approval.

The event organizer has been informed that all events at Riverwalk Park, including non-musical events, must be completely closed by 10:00 p.m. If any event wishes to continue past 10:00 p.m. Special City Council approval is required.

I, BILL KINNEY, applicant/event organizer for PARAGON (event), scheduled for (date&hours), DEC 16+17 2023, from 10 AM to 5 PM, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Bill Kinney — Signature of Applicant/Event Organizer

PARAGON FESTIVALS — Organization

BILL KINNEY, EVENT DIRECTOR — Typed or Printed Name and Title

3-10-23 — Date

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY**

I, the undersigned, will indemnify, defend, and hold harmless the City of Bradenton, its agents, employees, officers, and any and all other associated, from and against any and all actions, in law or in equity, from liability or claims for damages, demands, or judgement to any person or property which may result now or in the future from the conduct of this event.

**The undersigned agrees to abide by all Event Approval Standards set forth in the guide (see pages 7 to 9).**

The undersigned has read and voluntarily signed the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Bill Kinney — Signature of Applicant/Event Organizer

PARAGON FESTIVALS — Organization

BILL KINNEY, EVENT DIRECTOR — Typed or Printed Name and Title

3-10-23 — Date

(03/2022)

# CITY OF BRADENTON
# SPECIAL EVENT REQUEST
# FOR TEMPORARY CLOSING OF CITY STREET(S)

N/A

Name of Requestor: _____

Name of Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of Event: _____

Start Date: _____ End Date: _____ Start Time: _____ End Time: _____

Proposed roads to close (specific locations, include map):

Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)

BRADENTON RIVERWALK

# HOLIDAY *festival* OF THE *arts*

SATURDAY & SUNDAY

ROSSI PARK
BRADENTON RIVERWALK



**AGENDA ITEM NO. 6.g**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** April 26, 2023

**SUBMITTED BY:** Kelly Thomas, Event Review Committee

**ITEM TYPE:** Special Event

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** Bradenton Riverwalk Fine Art Festival

**SUGGESTED ACTION:** Approval with Stipulations

**Is this item Quasijudicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
This is a free multi-day family-friendly event featuring artists and their work. The event will be March 16-17, 2024 (Set-Up March 15) at the Riverwalk Pavilion and Parking Lot area. Expected attendance: 1,500 per day

**ATTORNEY REVIEW/RECOMMENDATION:**
N/A

**SUGGESTED MOTION:**
Motion to approve the Bradenton Riverwalk Fine Art Festival on March 16 -17, 2024 with the following stipulations: Compliance with all COB Special Event Standards; Port-o-Lets: 9 Regular and 1 Handicap; 4 BPD Extra Duty Officers (2 per daily shift); Written Parking Plan; Notification Form.

**ATTACHMENTS:**
Riverwalk Fine Art Festival Application and Site Plan

# SPECIAL EVENT PERMIT APPLICATION

## Application Information

Organization Name: PARAGON FESTIVALS Date of Application: 3-10-23

Contact Name: ED HENDRIX Contact Phone 1: 941-268-8565

Contact Email: events@paragonfestivals.com Contact Phone 2: 727-542-3000

Address: P.O. Box 3674

City: SARASOTA State: FL Zip: 34230

## Event Information

Name of Event: BRADENTON RIVERWALK FINE ART Event Date: MARCH 16-17, 2024

Purpose of Event: FAMILY EVENT THAT IMPACTS THE ECONOMY OF THE COMMUNITY

Description of Event: ARTISTS FROM AROUND THE COUNTRY SHOWCASING THEIR WORK.

Event Location: PAVILION - ROSSI PARK

If the event is to be held on the Riverwalk, please check the area(s) to be used.

| | | |
|---|---|---|
| Mosaic Amphitheater | ✓ Pavilion Area | Great Lawn |
| Regatta Plaza | Parking Lot Areas | Tower Plaza |
| Skate Park | Outdoor Living Room | Botanical Gardens |
| Volleyball Courts | Other (specify): | |

| | Date | Day | Start Time | End Time | Anticipated Attendance |
|---|---|---|---|---|---|
| Setup | MARCH 15 | FRIDAY | 7:00 AM | 5:00 PM | — |
| Event Day 1 | MARCH 16 | SATURDAY | 10:00 AM | 5:00 PM | 1500 |
| Event Day 2 | MARCH 17 | SUNDAY | 10:00 AM | 5:00 PM | 1500 |
| Event Day 3 | — | — | — | — | — |
| Break Down | MARCH 1 | SUNDAY | 5:00PM | 10:00 PM | — |

Number of years event has been held: 1 / 2023 Past Attendance: 1500

(03/2022)

Is there a fee to attend the event? Yes (No) Is the event open to the public? (Yes) No

Will any tents be used for the event? (Yes) No

| Tent Size | Number of Tents | Tent Location |
|---|---|---|
| 10 X 10 | 100 (ESTIMATE) | PLACED NEXT TO EACH OTHER AROUND THE PAVILION |
| | | |
| | | |

Note: Tents must be weighted and stakes are prohibited. Tents larger than 10'x10' require an additional permit.

Will a stage be used for the event? Yes (No)

Will the event require electricity? Yes (No) Type of electrical power: N/A

Will a generator be used? Yes (No) Size of generator: —

Will gas equipment be used? Yes (No) Type of fuel source: —

## Vendor Information

Will the event offer food? Yes (No)

Where will the food be prepared? N/A

Will cooking equipment be used? Yes (No)

Method/type of cooking equipment N/A

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes (No)

Note: Alcohol will require an additional permit.

## Event Entertainment

Will the event feature entertainment? Yes (No)

Will amplified sound equipment be used? Yes (No)

Will musical entertainment be used? Yes (No)

Please describe any type of entertainment and sound equipment.

N/A

Are fireworks planned? Yes (No) Note: Fireworks will require an additional permit.

Are live animals planned to be at the event? Yes No

Describe any additional event activities.

N/A

(03/2022)

## Event Housekeeping

**CITY SERVICES REQUESTED**

Electricity Needed? Yes (No)

Solid Waste Service? Yes (No)

Contact: Electrical Department (941) 465-4923 and/or Sanitation (941) 708-6342

**TEMPORARY SANITARY/PORTABLE TOILETS**

Will temporary sanitary facilities be provided? (Yes) No

Please indicate how many and location on required site plan. 9 REGULAR
1 HANDICAP

## Event Security

**NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:**

Bradenton Police Department security is required when alcoholic beverages are present, when closure of a public street is necessary, when large crowds are in attendance, or in any other situation as deemed necessary by the Bradenton Police Department. The number of personnel required is determined by the Bradenton Police Department and wages are payable by applicant.

Contact Bradenton Police Department Extra-Duty Employment Coordinator, Brenda Lovett, at 941-932-9317 or Brenda.Lovett@BradentonPD.com to discuss security requirements.

## Street Closure

Is street closure requested? Yes (No) Note: Please complete the Street Closure Form.

## Application Review

During the application review by the Event Review Committee, additional conditions may be imposed. This permit is valid only for the time indicated on this application. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized city personnel.

A non-refundable application fee of $25 shall be paid at the time of application. Rental fees and damage deposits will be paid following approval of the event request.

Please return application, rental contract, and site plan to Events at City of Bradenton, 101 Old Main Street, Bradenton, FL 34205 or via email to Events@bradentonFL.gov.

## Rental Contract

All event organizers must read and sign the Rental Contract before the event permit is issued.

Levels of sound, music, and noise produced at the authorized event shall adhere to the city noise ordinance. If, at any time, a City of Bradenton law enforcement officer determines that this standard has been violated, said officer shall have the authority to require the event organizer, or any agent thereof, to take all necessary and appropriate actions to prevent further violations of this standard. If the event organizer or any agent thereof fails to obey the orders of the law enforcement officer, event organizer will be required to present any future events to City Council for review prior to approval.

The event organizer has been informed that all events at Riverwalk Park, including non-musical events, must be completely closed by 10:00 p.m. If any event wishes to continue past 10:00 p.m. Special City Council approval is required.

I, BILL KINNEY, applicant/event organizer for PARAGON (event), scheduled for (date&hours), MAR 16 & 17, 2024, from 10:00 AM to 5:00PM, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Bill Kinney — Signature of Applicant/Event Organizer

PARAGON FESTIVALS — Organization

BILL KINNEY, EVENT DIRECTOR — Typed or Printed Name and Title

3-10-23 — Date

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY**

I, the undersigned, will indemnify, defend, and hold harmless the City of Bradenton, its agents, employees, officers, and any and all other associated, from and against any and all actions, in law or in equity, from liability or claims for damages, demands, or judgement to any person or property which may result now or in the future from the conduct of this event.

**The undersigned agrees to abide by all Event Approval Standards set forth in the guide (see pages 7 to 9).**

The undersigned has read and voluntarily signed the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Bill Kinney — Signature of Applicant/Event Organizer

PARAGON FESTIVALS — Organization

BILL KINNEY, EVENT DIRECTOR — Typed or Printed Name and Title

3-10-23 — Date

(03/2022)

N/A

# CITY OF BRADENTON
# SPECIAL EVENT REQUEST
# FOR TEMPORARY CLOSING OF CITY STREET(S)

Name of Requestor: _____

Name of Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of Event: _____

Start Date: _____ End Date: _____ Start Time: _____ End Time: _____

Proposed roads to close (specific locations, include map):

Proposed detour route (include alternative road and map):

Additional notes and comments:

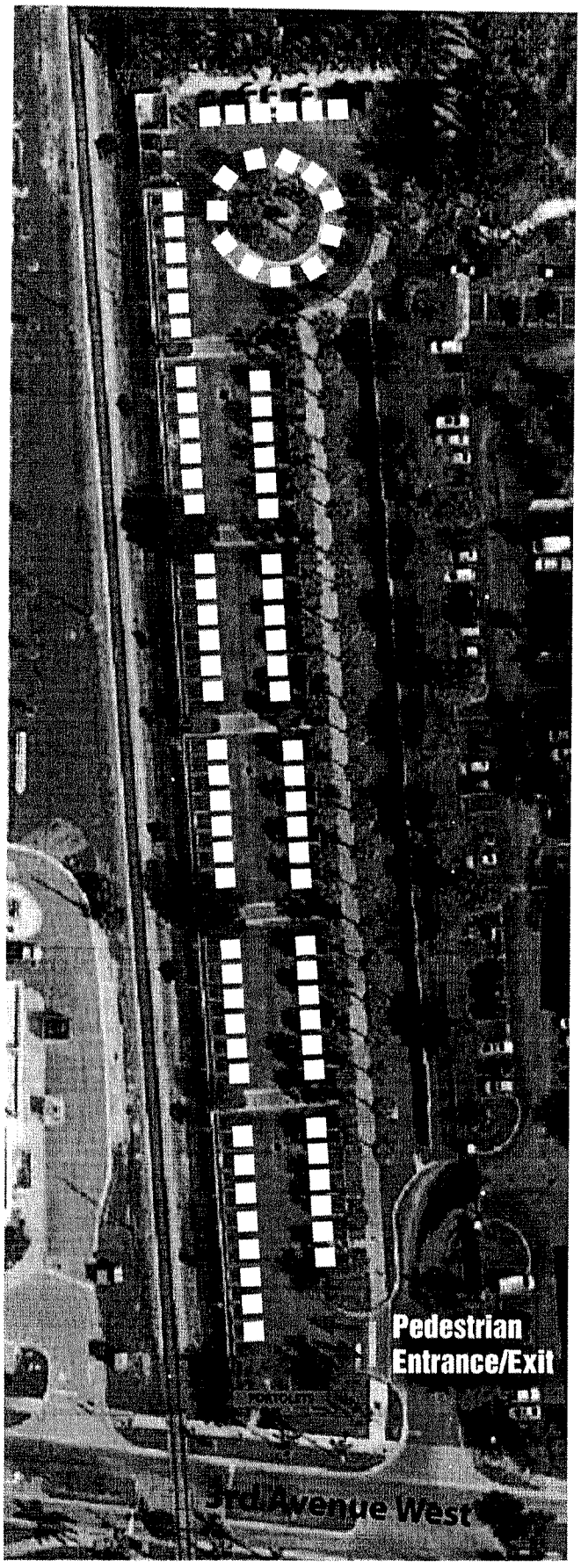
(03/2022)

BRADENTON RIVERWALK

# HOLIDAY festival OF THE arts

SATURDAY & SUNDAY

ROSSI PARK
BRADENTON RIVERWALK



**AGENDA ITEM NO. 6.h**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** April 26, 2023

**SUBMITTED BY:** Kelly Thomas, Legislative

**ITEM TYPE:** Resolution

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** Resolution 23-48 - MPO Citizens Advisory Committee Reappointment

**SUGGESTED ACTION:** Approval and Confirmation

**Is this item Quasijudicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
This is a resolution reappointing Darin Autrey to the Citizens Advisory Committee of the Metropolitan Planning Organization and defining his term.

**FINANCIAL IMPACT:**
N/A

**ATTORNEY REVIEW/RECOMMENDATION:**
N/A

**SUGGESTED MOTION:**
Motion to approve Resolution 23-48.

**ATTACHMENTS:**
Resolution 23-48

# RESOLUTION NUMBER 23-48

A RESOLUTION REAPPOINTING **DARIN AUTREY** TO THE **CITIZENS ADVISORY COMMITTEE OF THE METROPOLITAN PLANNING ORGANIZATION** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

WHEREAS, the City is desirous of appointing outstanding members of the community to this board.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, THAT:**

The Mayor does hereby appoint, and the City Council approves and confirms the appointment from this date hereof:

**DARIN AUTREY** for a term to expire April 2026.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 26th day of April, 2023.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

**ZOLLER AUTREY ARCHITECTS P.A.**
AA C000557
ARCHITECTURE PLANNING SITE APPROVALS
914 TAMIAMI TRAIL • BRADENTON • FLORIDA • 34205

## DARIN L AUTREY, AIA

Principal Architect



***EDUCATION***

Master of Architecture, University of South Florida 2002
Graduate Certificate in Community Design and Development 2002
Bachelor of Environmental Design, Texas A&M University 1986

***PROFESSIONAL REGISTRATION***

Architect - State of Florida AR-93529
California Emergency Management Agency as Hurricane Safety Assessment Program Evaluator, 2009
National Council of Architectural Registration Boards, 80774

***MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS***

American Institute of Architects (AIA) 30160353
International Code Council, 8053934
Manatee Architects Association

***PUBLIC AND COMMUNITY SERVICE***

City of Bradenton, Architectural Review Board
City of Bradenton, Planning Commission Board
The Sertoma Club of Bradenton, Inc

Darin has designed and managed numerous major projects throughout his 20 year career in Architecture. He is involved in many community organizations and architectural boards and familiar with providing expert quality service and projects that enhance our community. He has in depth experience working with County and City Government agencies as well as health facilities.

***RELEVANT EXPERIENCE***

Manatee County Historic Courthouse Renovations, Bradenton, FL
2013 | 88,775 Square Footage | $ 5,182,575

AECOM / Lockheed Martin Ground Water Treatment Facility
2012 | 14,200 Square Footage | $ 25,000,000

Manatee County Transit Fleet Facility, Bradenton, FL
2016 | 50,000 Square Footage | $ 17.7 Million

Modernization of Bishop SPCA of Manatee County, Inc, Bradenton, FL
2017 to date | 50,000+ Square Footage | $ 10,000,000+






**AGENDA ITEM NO. 6.i**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** April 26, 2023

**SUBMITTED BY:** Kim Clayback, Public Works & Utilities

**ITEM TYPE:** Contract

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** Piggyback PB-23-005-KC with Woodruff & Sons, Inc.

**SUGGESTED ACTION:** Approve the Agreement for Mayor's signature.

**Is this item Quasijudicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
Woodruff and Sons Inc. agrees to enter into an agreement with the City of Bradenton, Florida to perform as needed construction services – pipeline construction/repair/replacement for the City of Bradenton. This agreement is in accordance with the specifications per the Peace River Manasota Regional Water Supply Authority agreement, for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through the remainder of the contract extension ending on February 27, 2027.

**FINANCIAL IMPACT:**
N/A

**ATTORNEY REVIEW/RECOMMENDATION:**
Received from Attorney Rudacille on 3-28-2023.

**SUGGESTED MOTION:**
Motion to approve Agreement PB-23-005KC with Woodruff & Sons, Inc.

**ATTACHMENTS:**
PB-23-005KC with Woodruff & Sons, Inc.

**CITY OF BRADENTON**
**BRADENTON, FLORIDA**

**AGREEMENT PB 23-005KC BETWEEN THE CITY OF BRADENTON AND WOODRUFF & SONS INC.**

Woodruff & Sons, Inc. agrees to enter into an agreement with the City of Bradenton, Florida to perform as needed construction services – pipeline construction/repair/replacement services for the City of Bradenton. This agreement is in accordance with the specifications per the Peace River Manasota Regional Water Supply Authority agreement dated December 1, 2021, attached hereto and incorporated herein (the "Contract"), including the same pricing as set forth in the Contract, for the period dated from the authorized signing of this document by Gene Brown, Mayor, through February 28, 2027, with two (2) consecutive one (1) year options to renew, with the following modifications:

1. All references in the Contract to the "Peace River Manasota Regional Water Supply Authority" or "Authority" shall be replaced with "City of Bradenton, Florida."

2. All references in the Contract to the "Executive Director" shall be replaced with "Director of Public Works and Utilities."

3. All references in the Contract to the "Board of Directors" shall be replaced with "City Council."

4. Section 3H, Work Orders, Scope of Services and the Contractor's Responsibility, shall be deleted in its entirety and replaced with the following:

> Work Orders issued in accordance with this Agreement are limited to work which is not subject to mandatory bidding under Section 255.20, Fla. Stat., or other applicable law or ordinance.

5. Section 7, Agreement Documents, shall be revised to add a Section 7F as follows:

F. Agreement PB 23-005KC between the City of Bradenton and Woodruff & Sons Inc.

6. Section 8I, Public Records Notice, shall be revised to include the following public records language:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**City Clerk**
**Phone: 941-923-9425**
**Email: cityclerk@cityofbradenton.com**
**Mailing Address: 101 Old Main Street – Bradenton, FL 34205**

7. Section 14, Insurance, shall be deleted in its entirety and replaced with the following:

Before performing any services, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, the insurance listed below. The insurance policies shall be primary and written on forms acceptable to the City and placed with the insurance carriers approved and licensed by the State of Florida Office of Insurance Regulation and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII."

The City, its officers, agents, and employees, shall be named as additional insureds on all policies required (excluding worker's compensation). No changes may be made to these specifications without specific prior written approval of the City. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.

A) **Workers' Compensation/Employers Liability:**

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the Contract which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the Contract which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident) $100,000
(Disease-Policy Limit) $500,000
(Disease-Each Employee) $100,000

B) **Commercial General Liability.**

The limits are to be applicable only to services performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:
Products/Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any One Fire) $Nil
Medical Expense (Any One Person) $Nil

**ADDITIONAL INSURED**: The City of Bradenton, a political subdivision of the State of Florida shall be specifically named as additional insured on the Commercial General Liability Policy.

C) **Business Auto Policy**

Each Occurrence Bodily Injury and
Property Damage Liability Combined $300,000
Annual Aggregate (if applicable) $1,000,000

**ADDITIONAL INSURED**: The City of Bradenton, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Business Auto Policy.

D) **Certificates of Insurance and Copies of Policies**

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before services begin. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the Contract. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the Contract, including any warranty periods.

E) **Complete Policies**:

The entire and complete insurance policies required herein shall be provided to the City on request. If the initial insurance expires prior to the completion of services by the Contractor, renewal certificates of insurance and required copies of policies shall be furnished by the Contractor and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the City in connection with any claim against the Contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor's sureties to the City, or to any workers, suppliers, material men or employees in relation to this Contract.

F) By way of its execution of the Contract, Contractor:

a. Represents that Contractor maintains, and will maintain during the term of the Contract, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to the City; and

b. Agrees that insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of the City to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Contract, which may result in immediate termination.

G) Certification Requirements – In order for the certificate of insurance to be accepted it must comply with the following:

a. The certificate holder shall be:
The City of Bradenton, A political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865
Reference: PW and Utilities As Needed Construction

b. Certificate shall be mailed to:
The City of Bradenton
1411 9th St W
Bradenton, FL 34205
Attn: Kim Clayback

8. Section 31, Notices, shall be revised to include the following contact information for the City of Bradenton for purposes of required notice: Jim McLellan, City of Bradenton Public Works and Utilities Director, 1411 9th Street West, Bradenton, Florida 34205.

9. Section 33, E-Verify, shall be deleted in its entirety and replaced with the following:

E-Verify. Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this contract. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the City.

This Agreement is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

Donald P. Woodruff — 03-31-23
Donald P. Woodruff — Date
President of Woodruff & Sons, Inc.

Gene Brown — Date
Mayor

Jim McLellan — 04/18/2023
Jim McLellan, P.E., Director — Date
City of Bradenton Public Works and Utilities

**AGREEMENT FOR AS-NEEDED WATER TREATMENT PROCESS AND PIPELINE CONSTRUCTION, REPAIR, & REPLACEMENT CONSTRUCTION SERVICES BETWEEN PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AND WOODRUFF & SONS, INC.**

The Agreement is made this 1st day of December, 2021 ("Effective Date") between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the "Authority", whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and WOODRUFF & SONS, INC., hereinafter referred to as "Contractor", whose address is 6450 31st Street E., Bradenton, FL 34203. Authority and Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply and delivery system, develops new drinking water supplies, transmission pipelines, and water treatment and storage facilities and must comply with various state and federal regulations; and

WHEREAS, the Authority owns or controls various properties and easements in DeSoto, Charlotte, Manatee and Sarasota Counties; and

WHEREAS, the Authority desires to retain a Contractor to provide As-Needed Construction Services associated with Water Treatment Process and Pipeline Construction, Repair, & Replacement, hereinafter defined, that may include but are not limited to: maintenance, repair, renovation, replacement or enhancement of existing facilities and/or construction of new facilities; and

WHEREAS, the Authority has selected Contractor in accordance with the Authority's Procurement Policy; and

WHEREAS, Contractor desires to render As-Needed Construction Services associated with Water Treatment Process and Pipeline Construction, Repair, & Replacement to the Authority, and has the experience, staff and resources to perform those services.

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

**SECTION 1. DEFINITIONS**

The following terms as used in the Agreement shall have the following meanings:

A. "Agreement" – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.

B. "As-Needed Construction Services" – Construction services to be provided by Contractor to the Authority from time-to-time, generally consisting of (but not limited to): maintenance, repair, renovation, replacement or enhancement of existing facilities and/or construction of new facilities.

C. "Fee Schedule" – Schedule showing billing rates for Contractor's various personnel classifications, equipment and specific tasks that serves as a basis for budget development on tasks within the Scope of Services, and which is included as Exhibit "B" in the Agreement.

D. "Scope of Services" – Specific tasks and duties to be conducted by Contractor within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order and also known as the "Project."

E. "System" – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, reservoirs, aquifer storage and recovery facilities and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.

F. "Submittal" – Drawings, maps, tests, samples, applications, progress schedules and other schedules, progress reports and other reports, and any other documents required for submission by the Agreement.

G. "Work Order"– An individual work assignment to be conducted by Contractor at the direction of the Authority, consisting of single or multiple tasks completed within a pre-determined timeframe for a pre-approved fee, including a Scope of Services, which is also known as the "Project."

**SECTION 2. ENGAGEMENT OF CONTRACTOR**

The Authority hereby agrees to engage Contractor, and Contractor hereby agrees to perform As-Needed Construction Services as directed by the Authority. Key personnel and sub-contractors shall not be assigned to or removed from the Project by Contractor without the prior written approval of the Authority. Both Parties agree that replacement of key personnel and sub-contractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project. Notwithstanding, the Authority and Contractor may assign other individuals to serve as key personnel for particular Work Orders.

**SECTION 3. WORK ORDERS, SCOPE OF SERVICES AND THE CONTRACTOR'S RESPONSIBILITY**

For each Work Order assigned to the Contractor, the Authority and Contractor shall develop a Scope of Services that will include the project objective, project tasks, deliverables, staffing,

performance schedule and estimated costs required to complete the Work Order. Contractor shall proceed and furnish these services upon authorization by the Authority. Any modification to a Work Order, including a change to the Scope of Services, must be approved in writing by the Authority. In addition to the services set forth in individual Work Orders, the Contractor shall perform the following:

A. Contractor shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete each Work Order.

B. Contractor shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.

C. Contractor shall designate in writing a single representative with whom the Authority shall coordinate. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Contractor's policies, opinions and decisions related to each assigned Work Order.

D. Contractor shall secure all licenses or permits required by law for the completion of assigned Work Orders and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of a Work Order.

E. Contractor shall, at all times, keep the Authority advised as to the status of each Work Order including, but not limited to, the progress on individual tasks within the Scope of Services. The Authority and its authorized representatives shall have the right to visit any work site and the office of Contractor at any reasonable time for purposes of inspection.

F. Contractor shall cooperate with other Contractors, construction contractors, consultants, and suppliers retained by the Authority as needed.

G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Contractor with regard to any financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Contractor shall make all documents and data available to the Authority or its designated auditor. Contractor may have the audit reviewed by Contractor's auditor at Contractor's expense.

H. Work Orders issued in accordance with this Agreement are limited to projects in which the estimated construction cost of each individual project under the contract does not exceed $4,000,000 and for a study activity if the fee for professional services for each individual study under this Agreement does not exceed $500,000.

I. If applicable, any list of items required to render complete, satisfactory, and acceptable the construction services purchased by the Authority for a Work Order must be completed pursuant to Section 218.735, Florida Statutes, as amended.

**SECTION 4. THE AUTHORITY'S RESPONSIBILITY**

Except as otherwise provided in individual Work Orders, the Authority's responsibilities are as follows:

A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to all matters relating to the assigned Work Orders. The Executive Director shall have complete authority to issue Work Order(s) up to the applicable dollar limits established in the Authority's current Procurement Policy; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, sub-contractors, key

personnel and systems pertinent to Contractor's services. Notwithstanding, this Paragraph A. may not be amended by a Work Order.

B. To provide, within a reasonable amount of time from request of Contractor, existing data, plans, reports and other information in the Authority's possession or under the Authority's control that are necessary or may be helpful to Contractor in performance of their duties, and to provide full information regarding requirements of the Work Orders, including objectives, budget constraints, criteria and other pertinent requirements.

C. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services.

D. If applicable, the Authority will develop any list of items required to render complete, satisfactory, and acceptable the construction services provided pursuant to Section 218.735, Florida Statutes, as amended.

**SECTION 5. TIME OF PERFORMANCE**

Contractor shall commence work on a Work Order upon receipt of a Notice to Proceed and shall satisfactorily complete the services in the Scope of Services for the Work Order within the established schedule.

**SECTION 6. COMPENSATION**

The Authority agrees to pay the Contractor for work performed under a Work Order in accordance with the Local Government Prompt Payment Act, Part VII, Florida Statutes, upon receipt of a proper invoice and as follows:

A. Compensation for each Work Order approved by the Authority Board of Directors or Executive Director pursuant to the Authority's Procurement Policy shall be established based on the Fee Schedule(s) in Exhibit "B" and tasks included in the Scope of Services.

Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated between Contractor and the Authority and provided for in the Scope of Services. Final payments in all cases will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule, in accordance with the terms of this Agreement and the Work Order. The Fee Schedule(s) in Exhibit "B" may be adjusted based upon written approval by the Executive Director.

B. The fair and reasonable expenses of the Contractor necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up. The Authority shall also pay out-of-pocket expenses, at actual cost with no mark-up, incurred by Contractor for the Authority relating to the Work Order activities, and agreed to by the Authority's Executive Director. Expenses, which may be incurred by the Contractor for travel or hotels, must be pre-approved by the Authority's Executive Director and, if pre-approved, will be reimbursed in accordance with Exhibit "C", Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses* (or latest revision). This paragraph supersedes any conflicts that may occur with Exhibit "B."

C. Contractor shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director, or the Executive Director's designee, by the 20th day of the month for work completed the previous month. Payment shall be made in accordance with Section 6, Paragraph A from the date when the invoice is stamped as received by the Authority unless payment is not approved by the Executive Director

pursuant to Section 6, Paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director, or the Executive Director's designee.

D. The Authority reserves the right to withhold payment to Contractor for failure to perform services in accordance with the provisions of the Agreement and Work Order and the Authority shall promptly notify Contractor if any invoice or report is found to be unacceptable and will specify the reasons therefore.

E. Contractor shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Contractor's right to suspend services does not become effective if the Authority has withheld payment of an invoice for cause.

F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.

G. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Contractor or its affiliates to the Authority against any payments due the Contractor under any agreement with the Authority.

**SECTION 7. AGREEMENT DOCUMENTS**

The following documents are attached or incorporated herein by reference and made a part of this Agreement:

A. Contractor's August 16, 2021 Competitive Proposal, attached hereto as Exhibit "A",

B. Fee Schedule, attached hereto as Exhibit "B",

C. Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*, (or latest revision) attached hereto as Exhibit "C",

D. Certificate of Insurance, attached hereto as Exhibit "D", and

E. Any written amendments, modifications, Work Orders or addenda to the Agreement.

In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "C", then to Exhibit "B", as they may be amended, and then Work Orders.

**SECTION 8. DOCUMENTS AND DATA**

A. Unless otherwise provided by the Authority, Contractor will provide the Authority with hard and electronic copies of any and all reports, models, studies, maps or other documents ("Documents") resulting from a Work Order at no cost to the Authority. All original documents prepared by Contractor are instruments of service and shall be the property of the Authority. The use of data gathered under the Agreement shall be restricted and limited to the purposes of the Agreement, excluding the data in the public domain, and shall not be used in connection with other contracts or for other clients of Contractor without written permission of the Authority. All electronic copies, including copies of electronic media used to store data, shall be provided to the Authority in a format specified by the Authority that is suitable for hard copy print out. Reports, documents and maps obtained from other agencies in the course of executing a Work Order shall be considered the property of the Authority and will be delivered by Contractor to the Authority upon the Authority's request and completion of each Work Order.

B. The documents, drawings, technical data and working papers obtained or generated under the Agreement, including Documents described in Section 8, Paragraph A above, shall be maintained by Contractor and made available to the Authority upon request by the Authority at all times during the term of the Agreement and for five (5) years thereafter. Contractor shall deliver to the Authority, at no cost, copies of such Documents or reports the Authority obtained or generated under the Agreement.

C. All tracings, plans, specifications, maps, plats, evaluations, reports, models, and technical data, including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made available, upon request, to the Authority at any reasonable time. Contractor may retain copies thereof for their files and internal use. Any use by the Authority of such materials obtained under the Agreement for any purpose not within a Work Order pursuant to the Agreement or use of incomplete materials obtained from Contractor by the Authority shall be made at the risk of the Authority and made without liability to Contractor. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order.

D. All final plans, contract documents, reports and/or such other documents that are required by Florida Law to be endorsed and are prepared by Contractor in connection with a Work Order shall bear the certification of a person in the full employment of Contractor or duly retained by Contractor, and duly licensed and with current registration in the State of Florida in the appropriate professional category.

E. Contractor shall make any patentable product or result of the Work Order and Scope of Services and all associated information, design, specifications, data, and findings available

to the Authority. No material prepared in connection with the Work Order will be subject to copyright by Contractor. The Authority shall have the right to publish, distribute, disclose and otherwise use any material prepared by Contractor pursuant to the Agreement or any assigned Work Orders. Any use of materials or patents obtained by the Authority under the Agreement for any purpose not within a Work Order pursuant to the Agreement shall be at the risk of the Authority. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order. At the Authority's discretion, whenever any renderings, photographs of renderings, photographs of model, or photographs of the Work Order products are released by the Authority for publicity, proper credit for shall be given to Contractor, provided the giving of such credit is without cost to the Authority.

F. For a period of five (5) years after the completion of the term of a Work Order, Contractor agrees to provide the Authority with copies of any documents and additional materials in its possession resulting from the performance of the Agreement or a Work Order at no cost. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which Contractor is entitled.

G. Contractor shall not publish, copyright, or patent any of the data furnished or developed pursuant to the Agreement or any assigned Work Order without first obtaining the Authority's written consent.

H. Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law), as amended. In addition to this Agreement's requirements and as required by Section 119.0701(2), Florida Statutes, as amended, the Contractor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority

in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Contractor to Authority upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. Pursuant to Section 119.071(3)(b), Florida Statutes, as amended, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, water treatment facility or other structure owned or operated by the Authority are exempt from the inspection, examination and duplication of public records provisions of Section 119.07(1), Florida Statutes, and Section 24(a), Article I of the State Constitution. Information made exempt by Section 119.071(3)(b), Florida Statutes, as amended, may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, engineers, or contractors who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information. Contractor agrees to include the above provision in all agreements with subcontractors that are related to the Contractor's performance under this

Agreement, and to which the provisions of Chapter 119, Florida Statutes, also apply. Contractor shall also notify the Authority within forty-eight (48) hours of receipt of a public records request under Chapter 119, Florida Statutes.

I. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941)316-1776; ALEE@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

## SECTION 9. STANDARD OF PERFORMANCE

Contractor shall perform and complete Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the professional services.

## SECTION 10. CONTRACTOR'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Contractor acknowledges and explicitly represents to the Authority the following:

A. Contractor is duly authorized to conduct business in the State of Florida.

B. In connection with the services to be performed under the Agreement, Contractor will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules,

regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this Agreement. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Contractor will obtain and maintain all permits and licenses necessary for its performance under this Agreement.

C. Contractor recognizes that:

1. Authority is contractually obligated to furnish potable water to the Authority's customers who have an immediate need for such water;
2. The performance of the services as provided pursuant to Work Orders may interface with work performed by others;
3. Utilization of the services under the Agreement for the purposes intended may require that Contractor coordinate the Project with other ongoing projects by the Authority;
4. During the construction associated with any assigned Work Order, Contractor shall coordinate Work Order tasks with the Authority in order to minimize interference with the Authority's customers; and
5. Authority may suffer financial loss if the services are not completed within the time periods set forth in a Work Order, or any extensions thereof.

D. Contractor has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect Contractor's performance of the Agreement.

E. Contractor has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority

written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Contractor.

F. Contractor shall obtain and review all information and data that relates to each Work Order or which Contractor may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of the Scope of Services, including, but not limited to, information and data indicated in the Agreement or related to work under separate contracts, to the extent such work may interface with Contractor's services provided pursuant to the Agreement.

G. Contractor recognizes and acknowledges that the time for the performance of each Work Order is of the essence in the Agreement.

**SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES**

A. The Authority shall have the absolute right to terminate or suspend any Work Order, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of the Agreement. Suspensions or termination of a Work Order or services in this Agreement by the Authority shall be in writing.

B. If Contractor is of the opinion that any service the Authority directs it to perform substantially increases the services of Contractor beyond the original Scope of Services of the Work Order ("Extra Services"), Contractor shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Contractor beyond the Scope of Services in the Agreement and constitutes Extra Services. If the Authority determines such service does constitute Extra

Services, it shall provide extra compensation to Contractor negotiated by the Authority and Contractor based upon the provisions of Section 6 above.

C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Contractor shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time to complete the Work Order. Any approval or consent to such an extension of time is at the sole and absolute discretion of the Authority; however, such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the Work Order, Contractor shall resume its service until the Scope of Services is completed in accordance with the Work Order.

D. If, in the opinion of the Authority, the progress of an assigned Work Order during any period is substantially less than the amount that is necessary to meet the project schedule, the Authority may require Contractor to take whatever action is necessary, in the opinion of the Authority, to put the Work Order back on schedule. Such action shall not constitute Extra Services unless the delays were caused by circumstances beyond the control of Contractor or its agents, employees or subcontractors.

E. In the event of claims by others against the Authority in connection with work being conducted under a Work Order, the Contractor shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute Extra Services, unless such claims are caused by the failure of Contractor, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement or a Work Order.

F. If Authority requires Contractor to assist with an audit of costs associated with a Work Order, such assistance shall not be considered Extra Services.

**SECTION 12. SUBCONTRACTORS**

Contractor shall not subcontract, assign, or transfer the Agreement or any work or services specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole and absolute discretion. Contractor shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, experts or other persons employed by Contractor. Contractor shall cause all subcontractors, experts or other persons employed by Contractor to abide by the terms and conditions of the Agreement and Work Orders, and all applicable laws as their work or services affect the Authority. Contractor shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the Authority and any subcontractor of the Contractor.

**SECTION 13. INDEPENDENT CONTRACTOR**

Neither the Authority nor any of its employees shall have any control over the conduct of Contractor or any of Contractor's employees, subcontractors or agents, except as herein set forth, and Contractor expressly warrants not to represent at any time or in any manner that Contractor or Contractor's agents, subcontractors or employees are in any manner agents, subcontractors or employees of the Authority. It is understood and agreed that Contractor is, and shall at all times remain as to the Authority, a wholly independent contractor and that Contractor's obligations to the Authority are solely as prescribed by the Agreement. Nothing contained in this Agreement

will be deemed or construed by the Parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the Authority and the Contractor.

**SECTION 14. INSURANCE**

A. The Contractor must maintain during the entire term of this Agreement, insurance in the following kinds and amounts with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage.

B. The amounts and types of insurance shall be appropriate for the services being performed by the Contractor, its employees or agents and must conform to the following minimum requirements:

1. Workers' Compensation. Coverage must apply for all employees and subcontractors with statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
    a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
    b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
    c. Contractor(s) must be in compliance with all applicable state and federal workers' compensation laws.

2. Commercial or Comprehensive General Liability. Coverage must include:

    a. $1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
    b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
    c. Additional Insured. Authority is to be specifically included as an additional insured.
    d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

    a. $1,000,000.00 combined single limit per accident for bodily injury and property damage.
    b. Owned Vehicle.
    c. Hired and Non-Owned Vehicles.
    d. Employee Non-Ownership.
    e. Additional Insured. Authority is to be specifically included as additional insured.
    f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

C. Contractor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.

D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Contractor shall provide the Authority with financial information concerning any self-insurance fund insuring Contractor. At the Authority's option, Self-Insurance Fund financial information may be waived.

E. All the policies of insurance so required of Contractor, except workers' compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Contractor shall

be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Contractor is responsible for the amount of any deductibles or self-insured retentions.

G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Contractor hereunder. Contractor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Section 14 is sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums.

H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Contractor by certified mail. Contractor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Contractor may be providing services to correct, remove or replace defective work.

J. If applicable, professional liability insurance shall continue in force until the end of the fifth ($5^{th}$) calendar year following the calendar year in which the Agreement is terminated.

The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth ($5^{th}$) calendar year.

K. Contractor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Contractor.

L. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its Contractors, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers.

M. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Contractor's obligations under the Agreement, including any indemnity or hold harmless provision.

N. Contractor shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Contractor in connection with Work Orders comply with all of the insurance requirements contained herein relative to each such party.

**SECTION 15. INDEMNIFICATION OF THE AUTHORITY**

Contractor agrees to indemnify and hold harmless the Authority, and its directors, officers and employees from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to, reasonable attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission or any intentional wrongful conduct of Contractor, its agents, employees, subcontractors or any other persons employed or utilized by the Contractor in performance of the Agreement or any Work Order. The execution of the Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification

provision; however, the obligations of ensuring this indemnification must also be complied with as set forth in Section 14 herein. This indemnification shall survive the termination of this Agreement and shall be binding on the Contractor and its successors or assignees.

**SECTION 16. TERM OF AGREEMENT**

The term of this Agreement is for a period of five (5) years commencing on the Effective Date, unless terminated pursuant to the provisions of this Agreement ("Initial Term"). In addition to the Initial Term, the Authority will have two (2) consecutive options to extend this Agreement for one (1) year each upon mutual written agreement of both Parties. All Work Orders must be completed within the term of this Agreement, unless the Work Order is unavoidably delayed. A Work Order may not be issued for work that exceeds the Agreement expiration date.

**SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL**

A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Contractor. Termination will be effective on the date provided in the notice. In the event of termination under this section, the Contractor shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services as provided in the Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Contractor must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Contractor.

B. In the event the Agreement should be terminated by Authority or Contractor, the duties and obligations of Contractor under the following provisions shall survive termination and continue in full force and effect:

1. Section 3(G) and 11(F), regarding Audits;
2. Section 8, regarding Project Documents and Data;
3. Section 14(J), regarding Professional Liability Insurance;
4. Section 15, regarding Indemnification;
5. Section 17, regarding Termination of Agreement by the Authority/Survival;
6. Section 18, regarding Default/Remedies;
7. Section 25, regarding Dispute Resolution; and
8. Section 26, regarding Controlling Law/Attorney Fees.

## SECTION 18. DEFAULT/REMEDIES

A. Either Party may terminate this Agreement upon the other Party's failure to comply with any term or condition of this Agreement, as long as the terminating Party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating Party shall provide the defaulting Party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting Party has failed to comply. If the defaulting Party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. However, if the Authority is terminating the Agreement without cause, the Authority's Notice of Termination does not need to describe any terms and conditions with which the Contractor has failed to comply. In addition, the initiation, either by Contractor or against Contractor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Contractor becoming insolvent, admitting in writing its inability to pay its debts as the debts mature or making an assignment for the benefit of creditors shall constitute a default by Contractor entitling the Authority to terminate this Agreement as set forth above. The Parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Contractor was not in default, or that the default was excusable, the rights and

obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

B. Unless specifically waived by the Authority, the Contractor's failure to timely comply with any obligation in this Agreement or Work Order shall be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs, and attorney fees and costs on appeal, due to said breach shall be borne by the Contractor. Additionally, the Authority shall not be limited in recovery by the terms of this Agreement but may avail itself of any and all rights or remedies it may be entitled to under Florida law for any breach of this Agreement.

C. A waiver, at any time, by the Authority of Contractor's breach of, or default in, any of the terms, provisions and obligations of this Agreement will not be construed to be a waiver of any other terms, provisions and obligations hereof or a waiver of any breach or default other than specifically waived. The Authority's failure at any time to compel a fulfillment of any one or more of the terms, provisions or obligations under this Agreement will not be construed to be a waiver of Authority's right thereafter to enforce any such right. No waiver by the Authority will be deemed to have been made unless expressed in writing and signed by the Authority.

**SECTION 19. SEVERABILITY**

In the event any provision of the Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give

effect to the intentions of the Parties as reflected herein, and the other provisions of the Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect. If the Parties cannot agree to such amendments, modifications or supplements to the Agreement, the remainder of the provisions in the Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

**SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES**

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

**SECTION 21. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT**

A. Contractor certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current as of the Effective Date. Fees, prices, and all other information provided in Exhibit "B" shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Work Order price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.

B. Pursuant to Sections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor 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, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past thirty-six (36) months. Contractor further agrees to notify the Authority within three (3) days of placement on either of these lists. Contractor agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form for all subcontracts and lower tier agreements executed to support the Contractor's work under this Agreement.

**SECTION 22. SUCCESSORS AND ASSIGNS**

Except as otherwise provided in this Agreement, Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Authority.

**SECTION 23. FORCE MAJEURE**

Contractor is not responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond control of Contractor. In any such event, Contractor's contract price and schedule shall be equitably adjusted as determined by the Authority.

**SECTION 24. NO THIRD PARTY BENEFICIARY**

Nothing in this Agreement shall be construed to benefit any person or entity not a Party to this Agreement.

**SECTION 25. DISPUTE RESOLUTION**

In the event any dispute or disagreement arises during the term of this Agreement, the Contractor shall fully perform the Work Order in accordance with the Authority's written instructions. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for dispute resolution to the Authority's Executive Director no later than ten (10) days after the precipitating event. The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

**SECTION 26. CONTROLLING LAW/ATTORNEY FEE**

A. The Agreement is to be construed and governed in accordance with the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Manatee County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division. Contractor hereby expressly waives any right it has to object to the venue of any action commenced in any courts in Manatee County, Florida or the Middle District of Florida, Tampa Division.

B. Should either Party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the Party prevailing is entitled to receive from the other Party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This paragraph does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, Florida Statutes.

**SECTION 27. CONFLICTING EMPLOYMENT**

Contractor certifies that it does not at the time of execution of this Agreement have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest or position of the Authority relating to the services provided by the Contractor under this Agreement. The Contractor further agrees that it shall not accept during the term of this Agreement any retainer or employment from a third party whose interests are in direct conflict with those of the Authority regarding the services being performed under this Agreement. In the event the Contractor is faced with an employment opportunity that appears to be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor shall provide the Authority with notice of the employment opportunity. If the Authority at its sole and absolute discretion determines that the employment would be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor and the Authority shall have the

opportunity to decide whether or not the Contractor will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

**SECTION 28. SCRUTINIZED COMPANIES**

Pursuant to Section 287.135, Florida Statutes, as amended, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more. Additionally, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, 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, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount. By signing this Agreement, Contractor certifies that it is not currently on any of the aforementioned lists and agrees to notify the Authority if placement on any of the lists occurs. If Contractor submits a false certification, the Authority may terminate this Agreement and bring a civil action against the Contractor, which may result in a penalty equal to the greater of $2 million or twice the amount of the Work Orders resulting from this Agreement and all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of false certification.

**SECTION 29. DISCRIMINATORY VENDER LIST**

Pursuant to Sections 287.134(2)(a) and (3)(a), Florida Statutes, an entity or affiliate who has been

placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor certifies that it is not on the discriminatory vender list.

**SECTION 30. CONFLICT OF INTEREST**

This Agreement is subject to the provisions of Chapter 112, Part III, Florida Statutes, as amended, governing conflicts of interest. By execution of this Agreement, Contractor certifies that it has disclosed to the Authority the name of any officer, director, or agent who is also an employee of the Authority, and the name of any employee of the Authority who owns, directly or indirectly, an interest in the Contractor's firm or any of its subsidiaries.

**SECTION 31. NOTICES**

Any notices or other writings permitted or required to be delivered under the provisions of the Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S. regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to the Authority: Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
Attention: Executive Director

If to the Contractor: Woodruff & Sons, Inc.
6450 31st Street E.
Bradenton, FL 34203
Attention: Donald Woodruff, President

Either Party may change said address by notice in writing to the other Party in the manner herein provided.

**SECTION 32. EXTENT OF AGREEMENT**

A. The Agreement represents the entire and integrated agreement between the Authority and Contractor and supersedes all prior negotiations, representations or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in no way is connected with nor affects separate agreement(s) arrived at through formal solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.

B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both Parties.

C. Contractor shall cooperate with the Authority in making any reasonable changes to the Agreement.

**SECTION 33. PARTICIPATION IN E-VERIFY SYSTEM**

Contractor and its subconsultants/contractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Contractor agrees and acknowledges that the Authority is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions thereof apply to this Agreement. Contractor by entering into this Agreement with the Authority, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into this Agreement, no contract of Contractor was terminated by a public

employer in compliance with Section 448.095, Florida Statutes, and (iii) Contractor is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. The Authority's receipt of proof that Contractor and each subcontractor performing through Contractor are E-Verify system participants is a condition precedent to entering this Agreement. Notwithstanding the provisions of SECTION 17., TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL, or SECTION 18., DEFAULT/REMEDIES herein, if the Authority has a good faith belief that Contractor or its subconsultants/contractors have knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Authority shall terminate this Agreement. Contractor shall be liable for any additional costs incurred by the Authority as a result of the termination of this Agreement based on the failure of Contractor or its subconsultants/contractors to comply with the E-Verify requirements referenced herein.

**SECTION 34. BACKGROUND CHECKS**

The Authority may require Contractor to perform a background check on all persons assigned to perform work for the Authority on behalf of Contractor. This will include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement, and such additional background checking as Authority may deem appropriate. Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the Authority. Others may be excluded at the sole discretion of the Authority, based upon the results of the background check.

**SECTION 35. AMENDMENTS**

This Agreement may be amended from time to time provided the Authority and the Contractor mutually agree to such amendment, and the amendment is stated in writing, executed by both Parties; provided, however, that Authority may review and modify the terms and conditions of this Agreement at any time during the term as deemed necessary by the Authority for the following reasons including, but not limited to:

A. Conforming the Agreement to the adoption or revision of Florida Statutes, rules, cases, regulations, and standards that require the modification of the Agreement for compliance; and,

B. Conforming to the adoption or revision of the Authority's Procurement Policy.

**SECTION 36. COUNTERPARTS**

The Parties hereto may execute this Agreement in counterparts and such signatures will have the same effect as if signed all at the same time.

**SECTION 37. COMPUTATION OF TIME**

The time in which any act provided by this Agreement is to be done is computed by excluding the first day and including the last day, unless the last day is Saturday, Sunday or a legal holiday and then it is also extended to the next business day.

**SECTION 38. TIME OF ESSENCE**

Time is of the essence with respect to each date and time specified in this Agreement by which an event is to occur.

**SECTION 39. HEADINGS AND CAPTIONS**

All headings and captions in this Agreement are for reference and convenience only and will not be held to modify or affect the substantive terms and provisions of this Agreement in any manner.

**IN WITNESS WHEREOF**, the Parties hereto have executed the Agreement as of the day and year written above.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

ATTEST:

BY: Rachel Kerstein

Mike Coates, P.G. Date
Executive Director

WITNESS:

BY: Debra Smith

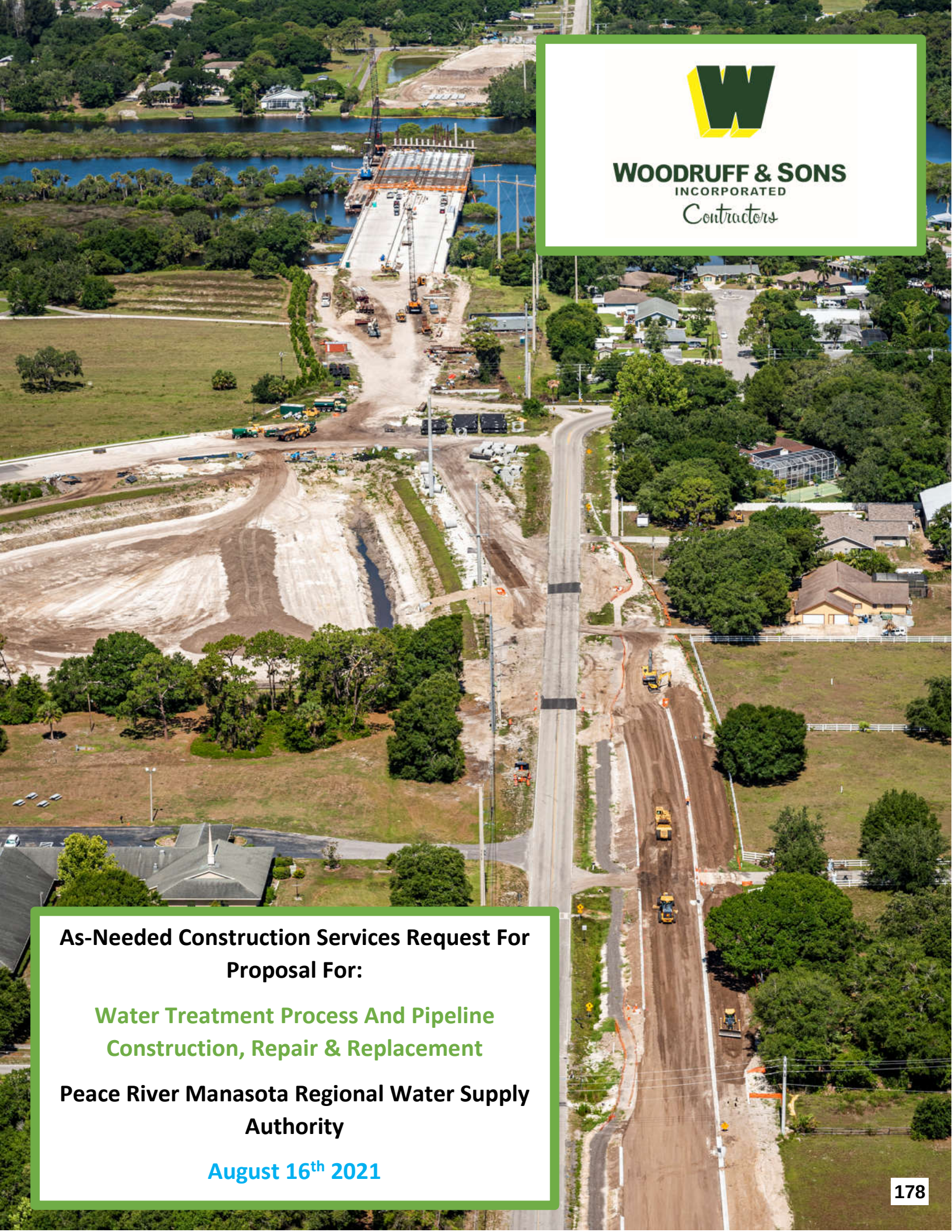
12-17-21
Contractor (Name & Title) Date

PREPARED BY AND APPROVED AS TO FORM BY:

Douglas Manson, General Counsel
for Peace River Manasota Regional Water Supply Authority

BOARD APPROVED
OCT - 1 2021
Peace River Manasota
Regional Water Supply Authority

EXHIBIT A
(Contractor's August 16, 2021 Competitive Proposal)



WOODRUFF & SONS
INCORPORATED
Contractors

# As-Needed Construction Services Request For Proposal For:

## Water Treatment Process And Pipeline Construction, Repair & Replacement

**Peace River Manasota Regional Water Supply Authority**

**August 16th 2021**

August 16, 2021

Mr. Patrick Lehman, Executive Director
Peace River Manasota Regional
Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Re: Request for Proposal As-Needed Construction Contractor Services
- Water Treatment Process and Pipeline Construction, Repair, Replacement

Dear Mr. Lehman:

Woodruff & Sons, Inc. is pleased to submit our RFP package for the as-needed construction contractor services including pipeline construction/repair/replacement for Peace River Manasota Regional Water Supply Authority.

Woodruff has proven itself to be one of the most capable and resourceful contractors on the west coast of Florida. We have assembled an outstanding team of experienced members with (1) unparalleled skills in the management of multi-disciplined teams; (2) renowned and proven construction experience in the area of sitework, earthwork, pipeline, and utility construction; and (3) an enthusiastic commitment to the success of this project. Our team was carefully formed from individuals and suppliers with local west coast of Florida knowledge and a clear understanding of project challenges including environmental considerations.

Woodruff & Sons strongly believes that a construction company's strength is in its people. Every project is different from the difference in size and type, to the difference in Florida ground conditions and environmental concerns to the difference in unforeseen issues that may arise. The constant factor on any project Woodruff undertakes is the people managing the jobs, doing the work and solving the problems. We are very proud of the experience and expertise of our employees. Of our 165 employees, about 50 have been working for Woodruff & Sons for 20 years or more. We think this speaks volumes for our capabilities.

It is with great success that Woodruff & Sons has been performing sitework/earthwork constructions contracts as well as pipeline construction projects for 75 years. These miles and miles of pipelines and transmission mains have become an avenue of Woodruff's success. It is our knowledge and expertise with earthwork, pipeline and transmission mains that have allowed Woodruff to be prequalified for previous Peace River Manasota Regional Water Supply Authority construction projects as well as other area Regional Water Authority construction projects.

FAMILY OWNED AND OPERATED
WOODRUFF & SONS INCORPORATED Contractors MICHIGAN CITY, INDIANA BRADENTON, FLORIDA
AMERICAN BUSINESS SINCE 1946

**Woodruff & Sons, Inc.**
*6450 - 31st St. E.*
*P.O. Box 10127*
*Bradenton, FL 34282-0127*
*Phone: 941-756-1871*
*Fax: 941-755-1379*

**Woodruff & Sons, Inc.**
*2125 U.S. 12*
*P.O. Box 450*
*Michigan City, IN 46361*
*Phone: 219-872-8605*
*Fax: 219-879-5339*

*www.woodruffandsons.com*

Several pipeline projects previously installed by Woodruff & Sons have been tied into and linked with the Peace River Manasota Regional Water Supply Authority system. Woodruff has worked with most of the local counties and cities on their projects and comes highly recommended.

Woodruff & Sons takes great pride in any project we undertake. The family owned business began in Michigan City, Indiana in 1946 and continues through today. In 1973 we opened our second location on the west coast of Florida in Manatee County, which is now our corporate headquarters. The third generation of the Woodruff family still runs the daily operation of the business and oversees all projects. The Woodruff family is very proud of our accomplishments and our highly respected reputation. We will continue to set the standard for the construction industry.

We are excited about the opportunity to present our team's qualifications that follow in this RFP package and look forward to discussing our experience, qualifications, and bid pricing during the next phase of this process. As the undersigned below, I will be the point of contact for the Authority. On behalf of the Woodruff team, thank you for your considerations.

Respectfully,

Donald P. Woodruff
President

## WATER TREATMENT PROCESS AND PIPELINE CONSTRUCTION, REPAIR, AND REPLACEMENT

1. **Legal name, address, phone number and email of Contractor:**

| | |
|---|---|
| Legal Name: | Woodruff & Sons, Inc. |
| Address: | P.O. Box 10127 |
| | Bradenton, FL 34282-0127 |
| Phone number: | (941) 756-1871 |
| Email: | Info@woodruffandsons.com |

2. **List of Contractor's partners/managers/sub-contractors (if any) who would be utilized on Authority projects;**

   Woodruff & Sons, Inc. would serve as Prime Contractor for the scopes of services of this RFP.

   Some aspects of work might require subcontractors but those will be solicited during the cost analysis phase.

3. **Principal office location of Contractor and any proposed partners/sub-contractors:**

   Woodruff & Sons, Inc.'s physical address is:

   6450 31st Street East

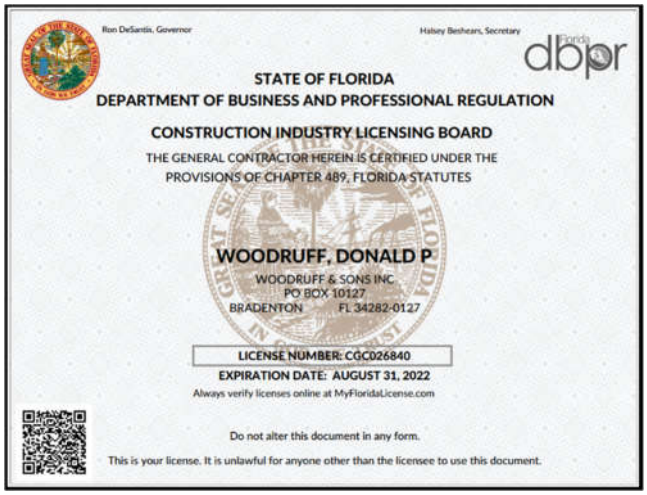
   Bradenton, FL 34203

4. **Legal form of company:**

   Woodruff & Sons, Inc. is a Corporation.

5. **Copies of all current licenses, registrations issued by federal, state, and local agencies, and any other licenses, registrations, or certificates from any other governmental entity with jurisdiction, allowing Contractor to perform the necessary work:**

   Following please find Woodruff & Sons, Inc. current licenses for Certified General Contractors License, Certified Underground Utility & Excavation Contractors License, and Contractors Type V Fire License.



Ron DeSantis, Governor
Halsey Beshears, Secretary
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

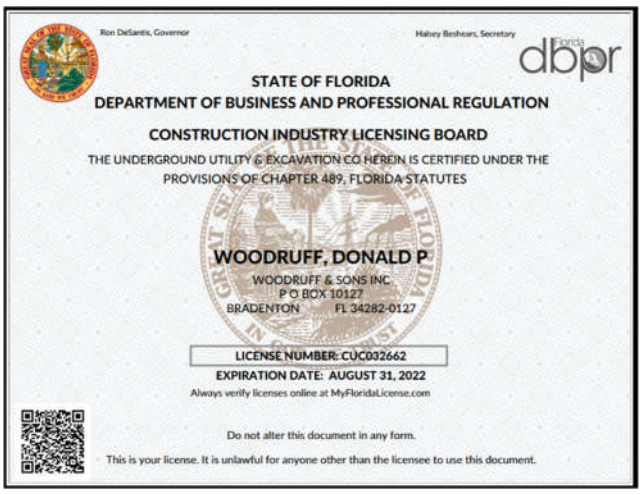
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WOODRUFF, DONALD P

WOODRUFF & SONS INC
PO BOX 10127
BRADENTON FL 34282-0127

LICENSE NUMBER: CGC026840
EXPIRATION DATE: AUGUST 31, 2022
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor
Halsey Beshears, Secretary
dbpr

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

WOODRUFF, DONALD P

WOODRUFF & SONS INC
P O BOX 10127
BRADENTON FL 34282-0127

LICENSE NUMBER: CUC032662
EXPIRATION DATE: AUGUST 31, 2022
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Halsey Beshears, Secretary
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

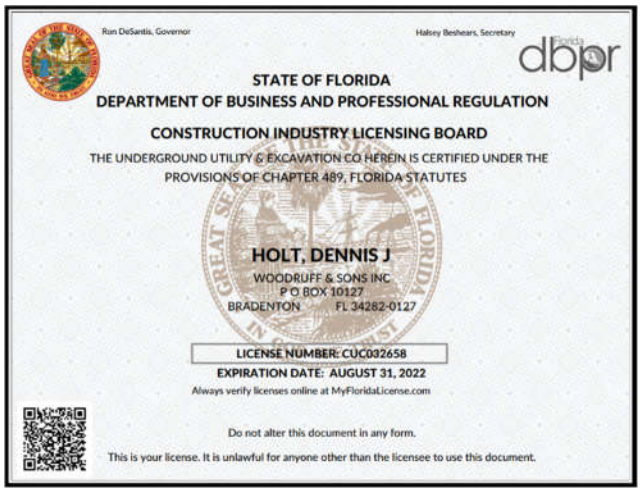
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HOLT, DENNIS J

WOODRUFF & SONS INC
P O BOX 10127
BRADENTON FL 34282-0127

LICENSE NUMBER: CGC026816
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Halsey Beshears, Secretary
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

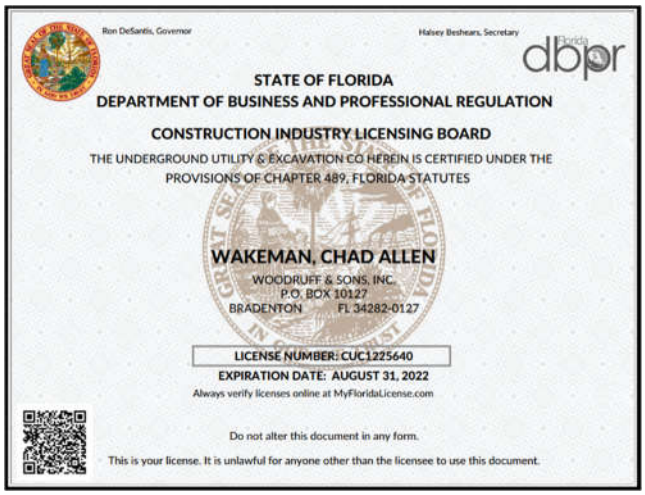
THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HOLT, DENNIS J

WOODRUFF & SONS INC
P O BOX 10127
BRADENTON FL 34282-0127

LICENSE NUMBER: CUC032658
EXPIRATION DATE: AUGUST 31, 2022
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Ron DeSantis, Governor
Halsey Beshears, Secretary
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

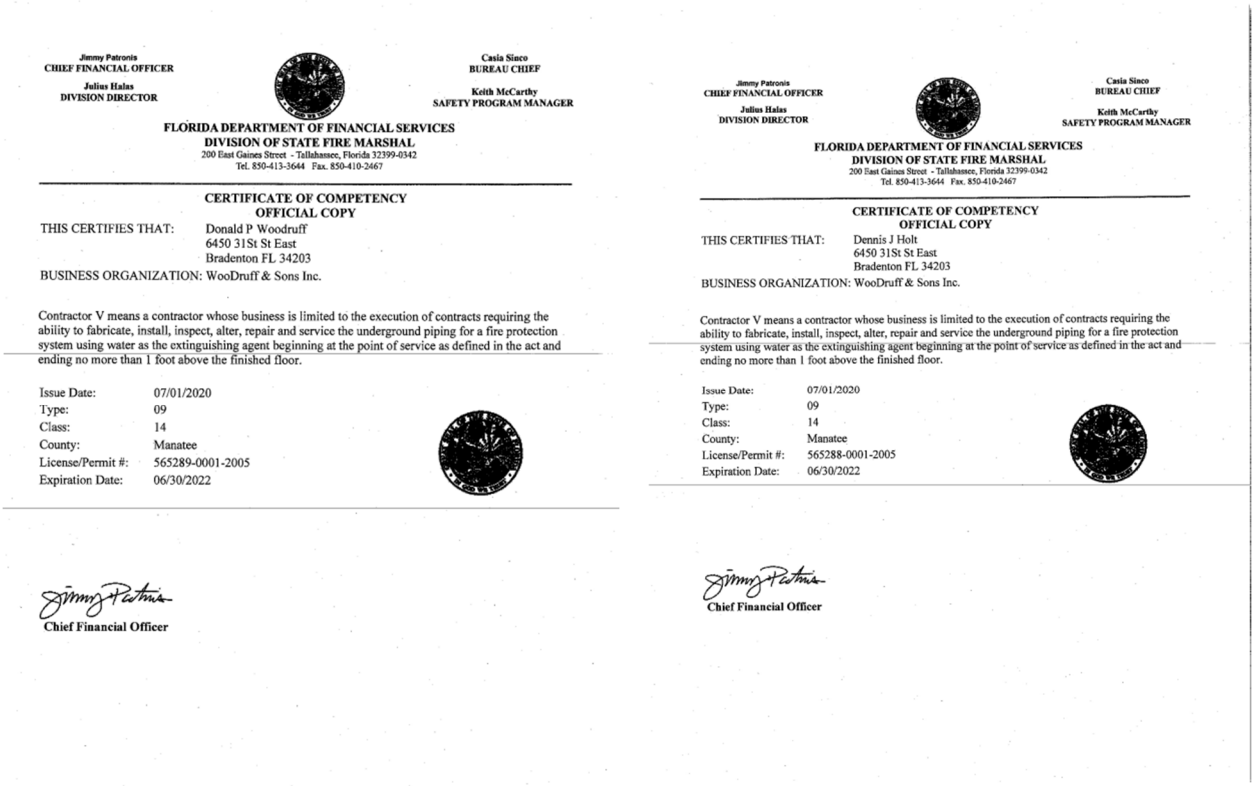
THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WAKEMAN, CHAD ALLEN

WOODRUFF & SONS, INC.
P.O. BOX 10127
BRADENTON FL 34282-0127

LICENSE NUMBER: CUC1225640
EXPIRATION DATE: AUGUST 31, 2022
Always verify licenses online at MyFloridaLicense.com

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Jimmy Patronis
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR

Casia Sinco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: Donald P Woodruff
6450 31St St East
Bradenton FL 34203

BUSINESS ORGANIZATION: WooDruff & Sons Inc.

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2020
Type: 09
Class: 14
County: Manatee
License/Permit #: 565289-0001-2005
Expiration Date: 06/30/2022

Chief Financial Officer

Jimmy Patronis
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR

Casia Sinco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: Dennis J Holt
6450 31St St East
Bradenton FL 34203

BUSINESS ORGANIZATION: WooDruff & Sons Inc.

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2020
Type: 09
Class: 14
County: Manatee
License/Permit #: 565288-0001-2005
Expiration Date: 06/30/2022

Chief Financial Officer

## 6. Identification of Contractor's "Project Manager" who is proposed to serve as point of contact for any and all work assigned by the Authority, Location of "Project Manager", outline of qualifications and professional experience:



Project Manager: Matt Anderson, PE

Location: Woodruff & Sons, Inc.

6450 31st Street East

Bradenton, FL 34203

Matt graduated from the University of Florida with a degree in agricultural engineering. This all-around degree provided the basis for the start of his career. The first eight years of Matt's career was spent working for a civil engineering firm in West Palm Beach, learning the ropes and designing pump stations and pressure pipelines. A move to the west coast brought a change of career and a job at Woodruff & Sons. Working as a contractor allows Matt to lean on past engineering experiences and apply those to the numerous challenges all construction projects face to quickly and effectively develop solutions for difficult problems. Matt's past employment allows him to effectively communicate with owners and other engineers and be a better liaison between the construction and engineering aspects of the project.

Following is Matt Anderson's resume:

## MATT ANDERSON, PE
## PROJECT MANAGER



### CURRENT EMPLOYER
Woodruff & Sons, Inc. – 14 years

### CONTACT INFORMATION
Office location: 6450 31st Street East
Bradenton, FL 34203
Email address: matta@woodruffandsons.com
Phone number: 941.756.1871 (office)

### REGISTRATION/CERTIFICATIONS
Professional Engineer: FL, No. 62598

### QUALIFICATIONS
Design-build experience
Construction Management experience
Large-diameter pressure pipe experience
Familiarity with Manatee County specifications
Familiarity with Manatee County's e-Builder process

### REPRESENTATIVE PROJECT EXPERIENCE:

- **CMR Gasparilla Road Widening (CR 711), Charlotte County, FL ($14,070,893).** Constructed roadway and utility improvements for approximately 2.5 miles. Utility scope included installing approximately 16,000LF of 12- and 24-inch water main; 15,000 LF of 20-inch force main and 28,000 LF of 12- and 16-inchreclaimed water main using open-cut, horizontal directional drilling, and jack-and-bore.

- **44th Avenue East Extension [from 45th St E to I-75], Manatee County, FL = $54,588,370.** Project includes installation of approximately 6400-LF of 36" and 1800-LF 30" DIP Watermain, 16,000-LF of various storm pipe from 18" to 60" RCP; as well as removing approximately 3 miles of an existing 2 lane road and reconstruct a new 4 lane road from right-of-way to right-of-way that includes street lights and various signalized intersections. Coordinate and oversee the construction of approximately 1600-LF pile and beam 4 lane bridge over a river.

- **Cypress Street Outfall Regional Stormwater Improvements, City of Tampa, FL Design Build ($35,583,705).** Work consisted of 3,070 LF of a double 8'x8' box culvert; 1,660 LF of 10'x7' box culvert; 1,280 LF of 10'x5' box culvert; 1,660 LF of 6'x5' box culvert; 6,500 LF of 36-inch transmission water main; 5,890 LF of distribution water main; 2,950LF of 8- and 12-inch gravity sanitary sewer; 2,570 LF of 24-inch gravity sanitary sewer; and 1.5 miles of new roadway including new sidewalk, roadside pervious concrete parking stalls, and the Green Spine bike path.

- **Lakewood Ranch Boulevard (LWR) Fruitville Road to South Village, Lakewood Ranch, FL ($15,758,407).** LWR Boulevard consists of 1.7 miles of two-lane divided roadway including two roundabouts; additions to the existing box culvert; 2,500 LF of gravity wall; 3,000 LF of 16-inch PVC water main; 660 LF of 18-inch directional drill; 1,090 LF of 12-, 16-, and 18-inchPVC force main; demolition of portions of the existing wastewater treatment plant, improvements to the existing Fruitville master lift station, new signalization, striping, signing and pavement markings.

- **River Road and US 41 Intersection Improvements, Sarasota County, FL ($8,195,251)**. Approximately 9,000 LF of RCP of various sizes; approximately 6,000 LF of road construction; pond construction; export of approximately 40,000 CY of material; and installation of 250 LF of 80,000-pound bridge truss for signalization.

- **Peace River Regional Integrated Loop Systems Phase 2 Interconnect and Segment B, Peace River Manasota Regional Water Supply Authority, Desoto County, FL ($10,742,192).** Constructed 7 miles of 42-inch–diameter transmission main, three new master meter stations, and various interconnections with existing transmission mains; 300 LF of 60-inchjack and-bore, pressure testing, chlorinating and de-chlorinating; and surface restoration included replacing asphalt and base at roadways, concrete curb, sidewalks and sodding.

- **63rd Avenue East Bridge over Pearce Canal, Manatee County Government, Bradenton, FL = $1,550,256.** Replace existing bridge with approximately 87' wide, 35' single span five lane concrete bridge and approximately 451' of approach length, including sidewalks and installation of a new main water line and air release valves, hydrant and new service connections.

7. **Provide list of equipment that is owned or leased by the Contractor intended to be used to complete the Scope of Service:**

Following please find a list of major equipment owned by Woodruff & Sons, Inc.

| Type Of Equipment | # of Pieces |
|---|---|
| Backhoe/Excavators | 61 |
| Loaders | 24 |
| Dozers | 9 |
| Graders | 8 |
| Rollers | 15 |
| Dump Trucks | 15 |
| Scrapers | 2 |
| Tractor | 9 |
| Crushers | 5 |
| Bore Machines | 2 |
| Directional Drill | 1 |
| Air Compressors | 13 |
| Dewatering Pumps | 32 |
| Forklifts | 5 |

8. **Description and examples of projects completed by Contractor relating to the services requested here in, including budget, approximate project start date(s) and completion time information:**

Following are projects with similar related services:

Woodruff & Sons was chosen by the construction manager Halfacre Construction for the roadway and utility improvements along an approximately 2.5 mile stretch on Gasparilla Road in Port Charlotte, Florida. Similar to this project, one of the major scopes of work on the Gasparilla Road project was a new utility corridor to accommodate the needs of today and the future for the area. The utility corridor was highlighted by 3 Directional Drills, 2 Jack & Bores, and an aerial crossing that attached the new 20" force main and 24" water main on a new bridge over Butterford Waterway.

**Major Utility Scope of Work:**



Water Main & Reclaimed Water Main

- 5,345 LF of 12" DR-18 C-900 PVC Water Main Open Cut
- 10,800 LF of 24" DR-18 PVC Water Main Open Cut
- 14,450 LF of 16" DR-18 C-905 PVC Reclaimed Water Main open cut
- 13,226 LF of 12" DR-18 C-905 PVC Reclaimed Water Main open cut

Force Main

- 15,250 LF of 20" DR-18 C-905 PVC force Main Open Cut
- 150 LF of 20" DR-14 C-905 PVC force main open cut
- 300 LF of 20" Ductile Iron Pipe force main open cut
- Miscellaneous tie-ins and PVC pipe ranging from 4" to 16"
- Plug Valve ranging from 4" to 20", air release valves, fittings



Direction Drill

- 470 LF of 20" HDPE SDR-11 Directional Drill Reclaimed Water Main
- 420 LF of 16" HDPE SDR-11 Directional Drill Reclaimed Water Main
- 470 LF of 20" HDPE SDR-11 Directional Drill Water Main

Jack & Bore

- 63 LF of 24" Steel Casing that was Jack and Bored
- 79 LF of 24" Steel Casing that was Jack and Bored

The Gasparilla Road project also consisted of storm drainage and roadway improvements. Woodruff installed 15,300 linear feet of reinforced concrete pipe ranging from 18" to 54" in diameter along with 126 precast concrete structures. We supervised and assisted our subcontractors in laying 18,400 tons of asphalt, 26,460 linear feet of concrete curb, and 15,300 square yards of concrete sidewalk.

**Owner:** Charlotte County Government

Contact: Dean Campbell
Phone: (941) 456-0041

- SIZE: 2.5 MILES
- COST: $14,070,893
- SCHEDULE: START – 09/2014
- FINISH – 09/2016
- 760 DAYS

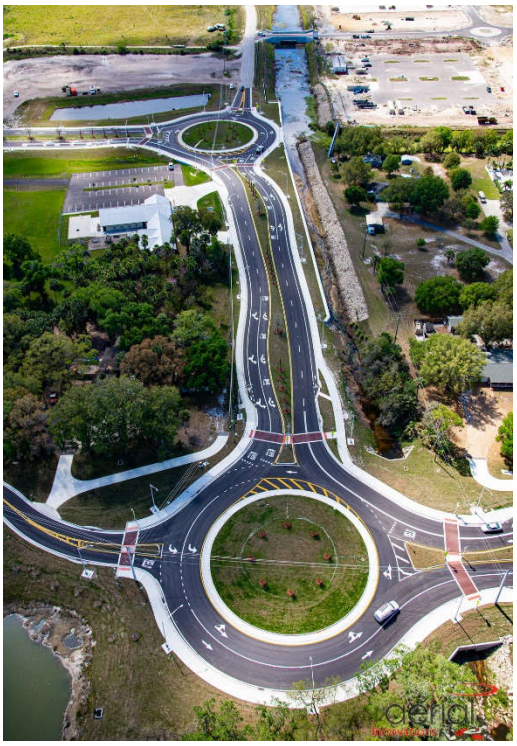
**Similar Personnel:**

- Don Woodruff, Principal
- Matt Anderson, Project Manager
- Danny Dan, Pipe Superintendent
- Chris Zwart, Roadway Superintendent
- Chad Wakeman, Estimator

## VILLAGES OF LAKEWOD RANCH – LAKEWOOD RANCH BLVD – FRUITVILLE ROAD TO SOUTH VILLAGE

Woodruff & Sons constructed the final 1.75 mile portion of Lakewood Ranch Blvd to complete the major thoroughfare between Manatee and Sarasota Counties. The project consisted of 4 lane divided highway with two round-a-bouts, extensive gravity and retaining walls, force main installation, and electrical modifications to the existing lift station.

**Owner:** Lakewood Ranch Stewardship District
**Address:** Sarasota County, FL
**Project Date:** 2018 to 2020
**Project Role:** Prime
**Total Project Cost:** $14,948,473




**Major Utility Scopes of Work:**

- Force Main
- Lift Station Electrical Work
- Gravity Sanitary Sewer
- Potable Water Main

**Major Transportation Scopes of Work:**

- Storm Drainage Improvements
- Roadway Construction
- Curb & Gutter
- Sidewalk
- Signalization
- Street Lighting
- Signing & Striping
- Fence
- Sod

**Similar Personnel:**

- Don Woodruff, Principal
- Matt Anderson, PE, Project Manager
- Jerry Konieczny, General Superintendent
- Danny Dan, Pipe Superintendent
- Chris Zwart, Roadway Superintendent

## 53RD AVENUE WEST (43RD ST W TO 75TH ST W) & FORCE MAIN 27-A (51ST ST W TO SWWRF)

As part of the 53rd Ave Widening project located in Bradenton Florida, we installed 5,300 LF of 42" unrestrained DIP and 1,500 LF of restrained joint DIP and appurtenances. There were three 42" plug valves installed and numerous fittings for future tie-in connection points. As part of the work, we also had to install bypass pipes and line stops on an existing 20" force main for City of Longboat Key at two separate locations so these pipes could be offset out of the way of the new 42" DIP force main. Parts of this work entailed crossing 53rd Ave W; it was determined that a road closure would have the least amount of impact versus multiple lanes shifts over a several month period. This was accomplished while maintaining a tight schedule after school let out and before the 4th of July weekend and was opened to traffic earlier than scheduled. Since we could isolate the new 42" force main with the plug valves, Woodruff elected to test the line in 3 sections – all sections passed 2 hour pressure tests on the first try.

**Major Utility Scope of Work:**

- 6,800 linear feet of 42" class 350 ductile iron force main pipe via open cut, of which 1,500 linear feet was restrained joint
- 70 linear feet of 30" class 350 ductile iron force main pipe open cut
- 350 linear feet of 20" class 350 ductile iron force main pipe open cut
- 310 linear feet of 18" class 350 ductile iron force main pipe open cut

**Similar Personnel:**

- Don Woodruff, Principal
- Jerry Konieczny, Gen. Superintendent
- Danny Dan, Pipe Superintendent
- Chris Zwart, Roadway Superintendent
- Dennis Holt, Estimator
- Chad Wakeman, Foreman



**Owner:**

Manatee County
Contact: Anthony Benitez, Manatee County Project Manager
Phone: (941) 708-7450

- Initial Contract Amount: $11,988,299.33
- Initial Project Duration: 740 Days
- Final Contract Amount: Currently Under Budget
- Final Project Duration: On Schedule, Projected Finish 02/2018



9. **Disclosure of whether Contractor or sub-contractor(s) previously represented or currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port ("Customers") in any capacity, and description of such representation, if applicable:**

    Woodruff & Sons, Inc. is not currently, nor ever has represented Charlotte, DeSoto, Manatee, Sarasota Counties, and the City of North Pot, in any capacity.

10. **Disclosure of any current litigation the Contractor is a) a party to, or b) directly or indirectly involved (e.g., retained for testimony and expertise on behalf of any other entity; subpoenaed; etc.) that is against the Authority or any of the Customers, and a description of such litigation, if applicable:**

    Woodruff & Sons, Inc. is not currently, nor ever has been involved in litigation with any of the Authority's five customers which include: Charlotte, DeSoto, Manatee and Sarasota Counties, and the City of North Pot, in any way.

11. **Summary and disposition of any individual cases of litigation, judgments and/or legal actions, entered against Contractor for breach of contract for work performed for any local, state, federal, public, or private entity, by state or federal court, within the last five (5) years:**

    Woodruff & Sons, Inc. has had no litigation, judgments, and/or legal actions for any breach of contract for work performed for any local, state, federal, public, or private entity, by state or federal court.

12. **Name and contact information for at least three (3) references that are Florida public entities that have utilized services provided by Contractor similar to those required by this Request for Proposals:**

    Following please find attached 3 references for similar related projects.

13. **Required Forms:**

    See attached for required forms:

    - Project Manager and Project Team / Key Personnel Form
    - Signed Sworn Statement under section 287.133(3)(a), Florida Statues, on Public Entity Crimes
    - Reference Form
    - E-verify Affidavit
    - Exhibit A – Fee Schedules

**REFERENCES**

Contractor must provide a minimum of three (3) references that meet the requirements in the Request for Proposal.

Contractor Name: Woodruff & Sons, Inc.

Reference Entity: Manatee County

Reference Contact Person: Anthony Benitez

Reference Address: 1112 Manatee Avenue West Bradenton, FL 34205

Reference Email Address: anthony.benitez@mymanatee.org

Reference Phone No.: 941.708.7450

Project Name: 53rd Ave. West (43rd St. W. to 75th St.W.) and Force Main 27-A (51st St. W. to SWWRF)

Project Location: 53rd Avenue West from 43rd Street West to 75th Street West Bradenton, FL

Contractor Project Manager: Eric Epler

Contract Amount: $12,051,413

Date Project Commenced: 2015

Date of Final Completion: 2018

Description of Work Performed:

Woodruff installed 5,300 LF of 42-inch unrestrained DIP and 1,500 LF of restrained joint DIP force main. There were three 42-inch plug valves installed along with numerous fittings for future tie-in connection points. Also installed bypass pipes and line stops on an existing 20-inch force main at two separate locations so these pipes could be offset out of the way of the new 42-inch DIP force main.

**REFERENCES**

Contractor must provide a minimum of three (3) references that meet the requirements in the Request for Proposal.

Contractor Name: Woodruff & Sons, Inc.

Reference Entity: City of Tampa

Reference Contact Person: Albert Calloway

Reference Address: 306 E. Jackson Street, 4th Floor Tampa, FL 33602

Reference Email Address: albert.calloway@ci.tampa.fl.us

Reference Phone No.: 813.635.3400

Project Name: Drew Park CRA Phase 2, Grady Avenue Right-of-Way Improvements

Project Location: Grady Avenue from Crest Avenue to MLK Blvd. - Tampa, FL

Contractor Project Manager: Eric Epler

Contract Amount: $4,720,000

Date Project Commenced: 2012

Date of Final Completion: 2013

Description of Work Performed:

The Drew Park Grady Avenue Right-of-Way Improvements project was Phase 2 of the City of Tampa's overall storm water improvements within the Drew Park Community. Phase 2 was to reduce the flooding along Grady Avenue between West Crest Avenue on the North and West and Dr. Martin Luther King Jr. Boulevard on the South. Grady Avenue is a busy urban industrial district with active businesses as well as support facilities for the large car dealerships a block away lining North Dale Mabry Highway. In addition to completing the project on time and 3 percent under budget, we worked with numerous local MBE firms, meeting the minority participation requirements of the City of Tampa. Major utility scope of work included 11,250 LF of Ductile Iron Water Main Pipe; 4,525 LF of Gravity Sewer; 4,000 LF of Box Culvert; 5,150 LF of Storm Pipe. Major Transporation scope of work included Roadway Construction; Curb & Gutter; Sidewalk; Signing & Striping; Bike Path and Sod.

**REFERENCES**

Contractor must provide a minimum of three (3) references that meet the requirements in the Request for Proposal.

Contractor Name: Woodruff & Sons, Inc.

Reference Entity: Lakewood Ranch Stewardship District

Reference Contact Person: Roger Aman

Reference Address: 14400 Covenant Way Lakewood Ranch, FL 34202

Reference Email Address: roger.aman@lakewoodranch.com

Reference Phone No.: 941.757.1574

Project Name: Lakewood Ranch Boulevard - Fruitville Road to South Village

Project Location: Lakewood Ranch Blvd. - from Fruitville Rd to South Village Lakewood Ranch, FL

Contractor Project Manager: Matt Anderson

Contract Amount: $15,758,407

Date Project Commenced: 2018

Date of Final Completion: 2020

Description of Work Performed:

Lakewood Ranch Blvd project consists of 1.7 miles of two-lane divided roadway including two roundabouts; additions to the existing box culvert; 2,500 LF of gravity wall; 3,000 LF of 16-inch PVC water main; 660 LF of 18-inch directional drill; 1,090 LF of 12-, 16-, 18-inch PVC force main; demolition of portions of the existing wastewater treatment plant, improvements to the existing Fruitville master lift station, new signalization, striping, signing and pavement markings.

**PROJECT MANAGER AND PROJECT TEAM/KEY PERSONNEL**
**for**
**AS-NEEDED CONSTRUCTION SERVICES**

The Contractor's proposed Project Manager and key project team/key personnel are to be indicated below. Each person must be identified with their job classification, area of expertise, work location, and employer.

| Person's Name | Job Classification | Area of Expertise | Employer | Office Location |
|---|---|---|---|---|
| **Donald Woodruff** | **President** | **Pipe, Road, Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |
| **Bruce Woodruff** | **Vice President** | **Pipe, Road, Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |
| **Matt Anderson, PE** | **Director of Project Ops** | **Pipe, Road, Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |
| **Dennis Holt** | **Chief Estimator** | **Pipe, Road, Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |
| **Chad Wakeman** | **PM / Estimator** | **Pipe, Road, Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |
| **Rick Losiniecki** | **PM / Estimator** | **Pipe, Road, Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |
| **Eric Epler** | **Project Manager** | **Pipe, Road, Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |
| **Scott Russell** | **Project Manager** | **Pipe, Road, Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |
| **Jerry Konieczny** | **Director of Field Ops** | **Pipe, Road, Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |
| **Sonny Noland** | **Foreman** | **Pipeline** | **Woodruff & Sons** | **Bradenton, FL** |
| **Steve Kondor** | **Foreman** | **Pipeline** | **Woodruff & Sons** | **Bradenton, FL** |
| **Bruce Humphrey** | **Foreman** | **Pipeline** | **Woodruff & Sons** | **Bradenton, FL** |
| **Robert Wolfe** | **Foreman** | **Road & Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |
| **Rodney Lyman** | **Foreman** | **Road & Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |

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

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

1. This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY by Donald P. Woodruff, President
(Print individual's name and title)

for Woodruff & Sons, Inc.
(Print name of entity submitting sworn statement)

whose business address is P.O. Box 10127 Bradenton, FL 34282-0127

and (if applicable) its Federal Employer Identification Number (FEIN) is 35-1058916
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

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

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

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

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

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

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

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

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

Donald P. Woodruff 08-16-21

(Signature) Donald P. Woodruff, President (Date)

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of August, 2021 by Donald P. Woodruff as President of Woodruff & Sons, Inc., a Corporation company organized under the laws of the State of Indiana, on behalf of the company, who is personally known to me or has produced Personally Known as identification.

Debra S. Smith

Notary Public

Name (Printed) Debra S. Smith

My commission expires 12-09-24.

(Printed typed or stamped Commissioned name of Notary Public)

Notary Public State of Florida
Debra S. Smith
My Commission HH 055752
Expires 12/09/2024

EXHIBIT B
(Fee Schedule)

# EXHIBIT A
## Labor Fee Schedule

| Item | Job Classifications: These job classifications and hourly rates should reflect the Contractor's organizational makeup and will be considered as a part of the selection process regarding price. All current or planned job classifications must be listed in this sheet. Rates are to be fully burdened and shall be inclusive of any associated per diem, incidental and administrative costs. | | | Fully loaded Hourly Labor Rates | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| 1 | Project Manager | | hour | $ 115.00 | $ 120.75 | $ 127.00 | $ 133.50 | $ 140.25 |
| 2 | Superintendent | with Foreman Truck - TK LIGHT | hour | $ 100.00 | $ 105.00 | $ 110.25 | $ 116.00 | $ 122.00 |
| 3 | Foreman | with Foreman Truck - TK LIGHT | hour | $ 80.00 | $ 84.00 | $ 88.25 | $ 92.75 | $ 97.50 |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | Truck Driver | without vehicle | hour | $ 45.00 | $ 47.25 | $ 49.75 | $ 52.25 | $ 55.00 |
| 7 | EQ Operator | without equipment | hour | $ 45.00 | $ 47.25 | $ 49.75 | $ 52.25 | $ 55.00 |
| 8 | Laborer | | hour | $ 40.00 | $ 42.00 | $ 44.25 | $ 46.50 | $ 49.00 |
| 9 | Mechanic/Welder | | hour | $ 40.00 | $ 42.00 | $ 44.25 | $ 46.50 | $ 49.00 |
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## EXHIBIT A (continued)
### Equipment Fee Schedule

| Item | **job Classification**: The Contractor is expected to make a diligent effort to list the various types and sizes of equipment typical for routine work in the Contractor's area of specialty. This cost information should reflect the equipment the contractor plans to use if selected and will be considered as a part of the selection process. The absence of any piece of equipment from this list shall not preclude its use, but will require steps to demonstrate competitive pricing has been secured in the best financial interest of the Authority. | | | Fully Loaded Daily Equipment Rates | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| 1 | **Backhoe/Excavator** | | | | | | | |
| 2 | Bkh Mini-hoe | IHI 30, CAT 304, CAT 305,YAN V35,V55 | day | $ 560 | $ 585 | $ 610 | $ 640 | $ 670 |
| 3 | Bkh Tractor/Backhoe | JD 310, JD 410,CAT 415,VOLVO70B | day | $ 680 | $ 710 | $ 745 | $ 780 | $ 815 |
| 4 | Bkh Tct/Bkh w/Hopac | CASE 780 | day | $ 1,000 | $ 1,050 | $ 1,100 | $ 1,155 | $ 1,210 |
| 5 | Bkh 15k-25k lb | CAT 308 | day | $ 920 | $ 965 | $ 1,010 | $ 1,060 | $ 1,110 |
| 6 | Bkh 25k-35k lb | JD 135, JD 160, Volvo145 | day | $ 1,160 | $ 1,215 | $ 1,275 | $ 1,335 | $ 1,400 |
| 7 | Bkh Wheeled Excavator | VOLVO170, CAT 315 | day | $ 1,400 | $ 1,470 | $ 1,540 | $ 1,615 | $ 1,695 |
| 8 | Bkh 45k-55k lb | JD 200, JD 225,JD 690 | day | $ 1,360 | $ 1,425 | $ 1,495 | $ 1,565 | $ 1,640 |
| 9 | Bkh 60k-65k lb | CAT 320,JD270,Volvo220,Vlv235,VLV250 | day | $ 1,520 | $ 1,595 | $ 1,670 | $ 1,750 | $ 1,835 |
| 10 | Bkh 75k-80k lb | CAT330, JD330,volvo330,340,350,volv305 | day | $ 1,880 | $ 1,970 | $ 2,065 | $ 2,165 | $ 2,270 |
| 11 | Bkh 95k-110k lb | JD 450, Volvo460,Volvo480, CAT 350 | day | $ 2,360 | $ 2,475 | $ 2,595 | $ 2,720 | $ 2,855 |
| 12 | Bkh 100k-115k lb | JD 550 | day | $ 2,600 | $ 2,730 | $ 2,865 | $ 3,005 | $ 3,155 |
| 13 | Bkh 170k-180k lb | CAT 375, HIT 750 | day | $ 3,400 | $ 3,570 | $ 3,745 | $ 3,930 | $ 4,125 |
| 14 | | | | | | | | |
| 15 | **Accessory Equipment** | *** Backhoe accessories should be added to above Backhoe Rate *** | | | | | | |
| 16 | Sml Bkh Mech Accessory | BKH ACCS(densifier,cruncher) no operator | day | $ 120 | $ 125 | $ 130 | $ 135 | $ 140 |
| 17 | Sml Bkh Rock Breaker | BKH ROCK no operator | day | $ 760 | $ 795 | $ 830 | $ 870 | $ 910 |
| 18 | Sml Bkh Hydr Grapple | BKH GRPL no operator | day | $ 240 | $ 250 | $ 260 | $ 270 | $ 280 |
| 19 | Sml Bkh Ho-pac | BKH HOPK no operator | day | $ 160 | $ 165 | $ 170 | $ 175 | $ 180 |
| 20 | Sml Ldr SkidStr Access | LDR ACCS(skid cutter&planer) no operator | day | $ 80 | $ 80 | $ 80 | $ 80 | $ 80 |
| 21 | | | | | | | | |
| 22 | **Crane** | | | | | | | |
| 23 | Crn Grove Crane | GROVE C | day | $ 1,600 | $ 1,680 | $ 1,760 | $ 1,845 | $ 1,935 |
| 24 | Crn LG Crane | AMER CR | day | $ 1,960 | $ 2,055 | $ 2,155 | $ 2,260 | $ 2,370 |
| 25 | **Dozer** | | | | | | | |
| 26 | Dzr 70 hp | CAT D3, JD 450H | day | $ 920 | $ 965 | $ 1,010 | $ 1,060 | $ 1,110 |
| 27 | Dzr 90 hp | CAT D5, JD 650H | day | $ 1,200 | $ 1,260 | $ 1,320 | $ 1,385 | $ 1,450 |
| 28 | Dzr 150 hp | JD 764 | day | $ 1,240 | $ 1,300 | $ 1,365 | $ 1,430 | $ 1,500 |
| 29 | Dzr 175 hp | CAT D6, JD 850C | day | $ 1,560 | $ 1,635 | $ 1,715 | $ 1,800 | $ 1,890 |
| 30 | Dzr Wheel Dozer | CAT 824 | day | $ 2,200 | $ 2,310 | $ 2,425 | $ 2,545 | $ 2,670 |
| 31 | | | | | | | | |
| 32 | **Scraper** | | | | | | | |
| 33 | Scr 10-13 cy | CAT 613 | day | $ 1,920 | $ 2,015 | $ 2,115 | $ 2,220 | $ 2,330 |
| 34 | Scr 14-17 cy | CAT 615 | day | $ 2,640 | $ 2,770 | $ 2,905 | $ 3,050 | $ 3,200 |
| 35 | | | | | | | | |
| 36 | **Loader** | | | | | | | |
| 37 | Ldr skid | BOBCA T, SKID STR, CAT 268, CAT 287 | day | $ 760 | $ 795 | $ 830 | $ 870 | $ 910 |
| 38 | Ldr 3-4 cy | CAT 938, JD 624, VOLVO 90 | day | $ 1,080 | $ 1,130 | $ 1,185 | $ 1,240 | $ 1,300 |
| 39 | Ldr 4-5 cy | CAT 950F, VOLVO 110 | day | $ 1,160 | $ 1,215 | $ 1,275 | $ 1,335 | $ 1,400 |
| 40 | Ldr 5 cy | VOLVO120 | day | $ 1,240 | $ 1,300 | $ 1,365 | $ 1,430 | $ 1,500 |
| 41 | Ldr 6-7 cy | CAT 980F | day | $ 1,360 | $ 1,425 | $ 1,495 | $ 1,565 | $ 1,640 |
| 42 | Ldr 7-8 cy | CAT 980H, VOLVO220 | day | $ 1,840 | $ 1,930 | $ 2,025 | $ 2,125 | $ 2,230 |
| 43 | | | | | | | | |
| 44 | **Roller/Compactor** | | | | | | | |
| 45 | Rlr Traffic/Wheel | BOM 12R, HYST 530 | day | $ 800 | $ 840 | $ 880 | $ 920 | $ 965 |
| 46 | Rlr Traffic/Wheel 225hp | HAMM 15 | day | $ 1,040 | $ 1,090 | $ 1,140 | $ 1,195 | $ 1,250 |
| 47 | Rlr Static Impactor | STAT ROL (impactor & concrete breaker) | day | $ 1,000 | $ 1,050 | $ 1,100 | $ 1,155 | $ 1,210 |
| 48 | Rlr Vib 48" | BOM 120, CAT CB14B, ING 30 | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 49 | Rlr Vib 66" | BOM 177 | day | $ 880 | $ 920 | $ 965 | $ 1,010 | $ 1,060 |
| 50 | Rlr Vib 84" | BOM 213, ING 100,HAMM 120,CAT SC54 | day | $ 1,080 | $ 1,130 | $ 1,185 | $ 1,240 | $ 1,300 |
| 51 | ICE 216 | I.C.E. 216 Hammer no operator | day | $ 740 | $ 775 | $ 810 | $ 850 | $ 890 |
| 52 | | | | | | | | |
| 53 | **Grader** | | | | | | | |
| 54 | Grd < 50 hp | LAYMO R, LEE 635 | day | $ 680 | $ 710 | $ 745 | $ 780 | $ 815 |
| 55 | Grd 130-150 hp | JD 670, JD 672 | day | $ 1,320 | $ 1,385 | $ 1,450 | $ 1,520 | $ 1,595 |
| 56 | Grd AWD 170 hp | JD 772 | day | $ 1,520 | $ 1,595 | $ 1,670 | $ 1,750 | $ 1,835 |
| 57 | | | | | | | | |
| 58 | **Tractor** | | | | | | | |
| 59 | Tct Grade | CASE 480, GRAD E | day | $ 520 | $ 545 | $ 570 | $ 595 | $ 620 |
| 60 | Tct Broom | BROO M | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 61 | Tct Landscape | JD 210 | day | $ 640 | $ 670 | $ 700 | $ 735 | $ 770 |
| 62 | Tct AWD Farm >200hp | JD 8650, JD 8870 | day | $ 1,160 | $ 1,215 | $ 1,275 | $ 1,335 | $ 1,400 |
| 63 | | | | | | | | |
| 64 | **Other Major Equipment** | | | | | | | |
| 65 | Spl Mixer | BMG 100, RAYG O | day | $ 1,280 | $ 1,340 | $ 1,405 | $ 1,475 | $ 1,545 |
| 66 | Spl Mixer/Grinder | BMG100AG (asphalt/concrete grinder) | day | $ 2,280 | $ 2,390 | $ 2,505 | $ 2,630 | $ 2,760 |
| 67 | Spl Reed/Kees Screen | REED SC, KEESTRCK no operator | day | $ 920 | $ 965 | $ 1,010 | $ 1,060 | $ 1,110 |
| 68 | Spl Road Planer | RDPLANER, ROADTEC | day | $ 5,240 | $ 5,500 | $ 5,775 | $ 6,060 | $ 6,360 |

## EXHIBIT A (continued)
### Equipment Fee Schedule

| Item | **job Classification**: The Contractor is expected to make a diligent effort to list the various types and sizes of equipment typical for routine work in the Contractor's area of specialty. This cost information should reflect the equipment the contractor plans to use if selected and will be considered as a part of the selection process. The absence of any piece of equipment from this list shall not preclude its use, but will require steps to demonstrate competitive pricing has been secured in the best financial interest of the Authority. | | | | Fully Loaded Daily Equipment Rates | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| 69 | Spl Milling Machine | ROTOMILL CMI | | day | $ 5,520 | $ 5,795 | $ 6,080 | $ 6,380 | $ 6,695 |
| 70 | Spl Soil Cement Plant | SC PLANT | | day | $ 1,400 | $ 1,470 | $ 1,540 | $ 1,615 | $ 1,695 |
| 71 | Spl Tub Grinder | TUBGRIND, DZ GRIND | | day | $ 2,440 | $ 2,560 | $ 2,685 | $ 2,815 | $ 2,955 |
| 72 | Spl Air Burner | AIR BURN | no operator | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 73 | | | | | | | | | |
| 74 | **Boring/Drilling Equipment** | | | | | | | | |
| 75 | Spl 36" Bore | BORE 36 | | day | $ 720 | $ 755 | $ 790 | $ 825 | $ 865 |
| 76 | Spl 48" Bore | BORE 48 | | day | $ 840 | $ 880 | $ 920 | $ 965 | $ 1,010 |
| 77 | Spl 60" Bore | BORE 60 | | day | $ 1,040 | $ 1,090 | $ 1,140 | $ 1,195 | $ 1,250 |
| 78 | Spl Directional Drill | DIR DRLL, DIR MUD | | day | $ 1,720 | $ 1,805 | $ 1,895 | $ 1,985 | $ 2,080 |
| 79 | Spl Drill Vacuum System | DIR VAC | | day | $ 640 | $ 670 | $ 700 | $ 735 | $ 770 |
| 80 | Spl Fusion Pipe Machine | DIR FUSI | | day | $ 280 | $ 290 | $ 300 | $ 315 | $ 330 |
| 81 | | | | | | | | | |
| 82 | **Compressor** | | | | | | | | |
| 83 | Air 150-185 Compressor | COMP 185 | no operator | day | $ 160 | $ 165 | $ 170 | $ 175 | $ 180 |
| 84 | | | | | | | | | |
| 85 | **Other small equipment** | | | | | | | | |
| 86 | Sml Saw | TRGT SAW | | day | $ 320 | $ 335 | $ 350 | $ 365 | $ 380 |
| 87 | Sml Walkbhd Saw | TRGT SAW | | day | $ 560 | $ 585 | $ 610 | $ 640 | $ 670 |
| 88 | Sml Wac Rammer | WAC RAMM | w/ laborer | day | $ 280 | $ 290 | $ 300 | $ 315 | $ 330 |
| 89 | Sml Wac Plate | WAC PLAT | w/ laborer | day | $ 440 | $ 460 | $ 480 | $ 500 | $ 525 |
| 90 | Sml Arrow Hammer | ARRW HAM | | day | $ 280 | $ 290 | $ 300 | $ 315 | $ 330 |
| 91 | Sml Trench Box | TRNCHBOX | | day | $ 40 | $ 40 | $ 40 | $ 40 | $ 40 |
| 92 | Sml Arrow Board | ARRW BRD | | day | $ 80 | $ 80 | $ 80 | $ 80 | $ 80 |
| 93 | Sml Sweeper | SWEEPE R | | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 94 | Sml Power Boat | BOAT PWR | | day | $ 440 | $ 460 | $ 480 | $ 500 | $ 525 |
| 95 | Gen Generator | GEN CAT, GENERATO | no operator | day | $ 160 | $ 165 | $ 170 | $ 175 | $ 180 |
| 96 | Wld Portable Welder | WELDER E | | day | $ 360 | $ 375 | $ 390 | $ 405 | $ 425 |
| 97 | | | | | | | | | |
| 98 | **Trencher** | | | | | | | | |
| 99 | Trn Sm Wheel Vermeer Trench | VER TREN | | day | $ 520 | $ 545 | $ 570 | $ 595 | $ 620 |
| 100 | Trn Lg Wheel DW Trencher | DW TRENC | | day | $ 1,160 | $ 1,215 | $ 1,275 | $ 1,335 | $ 1,400 |
| 101 | Trn Chain Trencher | INTERDRN | | day | $ 4,120 | $ 4,325 | $ 4,540 | $ 4,765 | $ 5,000 |
| 102 | | | | | | | | | |
| 103 | **Dewatering Equipment** | | | | | | | | |
| 104 | Dwt Sm Gas Pump | PMP GAS | no operator | day | $ 120 | $ 125 | $ 130 | $ 135 | $ 140 |
| 105 | Dwt Day Wellpoint 8" Pump | w/ 24hrs of Op Costs | no operator | day | $ 615 | $ 645 | $ 675 | $ 705 | $ 740 |
| 106 | Dwt Wellpoint 12" Pump | PMP WP12 | no operator | day | $ 725 | $ 760 | $ 795 | $ 830 | $ 870 |
| 107 | Dwt Hyd 4" Pump | PMP HY04 | no operator | day | $ 225 | $ 235 | $ 245 | $ 255 | $ 265 |
| 108 | Dwt Hyd 6" Pump | PMP HY06 | no operator | day | $ 450 | $ 470 | $ 490 | $ 510 | $ 535 |
| 109 | Dwt Hyd 12" Pump | PMP HY12 | no operator | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 110 | | | | | | | | | |
| 111 | | | | | | | | | |
| 112 | | | | | | | | | |
| 113 | **Light duty trucks** | | | | | | | | |
| 114 | Trs Crew Truck | TK LIGHT | | day | $ 400 | $ 420 | $ 440 | $ 460 | $ 480 |
| 115 | Trs Tool/Utility Truck | TK LIGTT | | day | $ 520 | $ 545 | $ 570 | $ 595 | $ 620 |
| 116 | Trk Single Axle Flatbed | TK 1AXLE | | day | $ 560 | $ 585 | $ 610 | $ 640 | $ 670 |
| 117 | Trk Tandem Axle | TK 2AXLE | | day | $ 680 | $ 710 | $ 745 | $ 780 | $ 815 |
| 118 | | | | | | $ - | $ - | $ - | $ - |
| 119 | **Heavy duty trucks** | | | | | | | | |
| 120 | Trk Tandem Axle Dump | TK 2DUMP | | day | $ 960 | $ 1,005 | $ 1,055 | $ 1,105 | $ 1,160 |
| 121 | Trk Tri-Axle Truck | TK 3DUMP | | day | $ 1,040 | $ 1,090 | $ 1,140 | $ 1,195 | $ 1,250 |
| 122 | Trk Artic Haul >40ton | TK ARTI4 | | day | $ 2,120 | $ 2,225 | $ 2,335 | $ 2,450 | $ 2,570 |
| 123 | Trk Artic Haul Truck | TK ARTIC | | day | $ 1,520 | $ 1,595 | $ 1,670 | $ 1,750 | $ 1,835 |
| 124 | Trk Crawler Dump Truck | TK CRDMP | | day | $ 840 | $ 880 | $ 920 | $ 965 | $ 1,010 |
| 125 | Trk Roll-Off | TK RLOFF | | day | $ 1,040 | $ 1,090 | $ 1,140 | $ 1,195 | $ 1,250 |
| 126 | Trk Water Off-Road | TK WATE0 | | day | $ 1,080 | $ 1,130 | $ 1,185 | $ 1,240 | $ 1,300 |
| 127 | Trk Water <3,500 gal | TK WATE1 | | day | $ 560 | $ 585 | $ 610 | $ 640 | $ 670 |
| 128 | Trk Water >3,500 gal | TK WATE3 | | day | $ 840 | $ 880 | $ 920 | $ 965 | $ 1,010 |
| 129 | | | | | | | | | |
| 130 | Trk Semi Dump & Tractor | Semi Dump Truck | | day | $ 760 | $ 795 | $ 830 | $ 870 | $ 910 |
| 131 | Trk Lowboy & Tractor | TKTRL LB, TK SEMI | | day | $ 1,350 | $ 1,415 | $ 1,485 | $ 1,555 | $ 1,630 |
| 132 | Trk Beam & Tractor | 8 axle | | day | $ 1,700 | $ 1,785 | $ 1,870 | $ 1,960 | $ 2,055 |
| 133 | | | | | | | | | |
| 134 | **Specialty trucks** | | | | | | | | |
| 135 | Blaster/Cleaner/Bean Truck | TK BLAST | | day | $ 400 | $ 420 | $ 440 | $ 460 | $ 480 |
| 136 | Breaker Truck | TK BREAK | | day | $ 2,040 | $ 2,140 | $ 2,245 | $ 2,355 | $ 2,470 |

## EXHIBIT A (continued)
### Equipment Fee Schedule

| Item | **job Classification**: The Contractor is expected to make a diligent effort to list the various types and sizes of equipment typical for routine work in the Contractor's area of specialty. This cost information should reflect the equipment the contractor plans to use if selected and will be considered as a part of the selection process. The absence of any piece of equipment from this list shall not preclude its use, but will require steps to demonstrate competitive pricing has been secured in the best financial interest of the Authority. | | | **Fully Loaded Daily Equipment Rates** | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| 137 | Tanker Compressor Truck | TK COMPR | day | $ 240 | $ 250 | $ 260 | $ 270 | $ 280 |
| 138 | Crane/Boom Truck | TK CRANE | day | $ 800 | $ 840 | $ 880 | $ 920 | $ 965 |
| 139 | Mobile Drill Truck | TK DRILL | day | $ 1,280 | $ 1,340 | $ 1,405 | $ 1,475 | $ 1,545 |
| 140 | Generator Truck | TK GENER | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 141 | Trk Mobile Concrete | TK MCONC | day | $ 960 | $ 1,005 | $ 1,055 | $ 1,105 | $ 1,160 |
| 142 | Vac-con Truck | TK VACCO w/2 drivers | day | $ 2,000 | $ 2,100 | $ 2,205 | $ 2,315 | $ 2,430 |
| 143 | | | | | | | | | |
| 144 | **Trailers** | | | | | | | | |
| 145 | Trl Dump Trailer | TR DUMP no operator | day | $ 160 | $ 165 | $ 170 | $ 175 | $ 180 |
| 146 | Trl Cement Tanker | TR CEMNT no operator | day | $ 200 | $ 210 | $ 220 | $ 230 | $ 240 |
| 147 | Trl Lowboy Trailer | TR LOWBY no operator | day | $ 320 | $ 335 | $ 350 | $ 365 | $ 380 |
| 148 | Trl Office Trailer | TR OFFIC no operator | day | $ 40 | $ 40 | $ 40 | $ 40 | $ 40 |
| 149 | Trl Utility Trailer | TR UTILI no operator | day | $ 40 | $ 40 | $ 40 | $ 40 | $ 40 |
| 150 | | | | | | | | | |
| 151 | | | | | | | | | |
| 152 | | | | | | | | | |
| 153 | | | | | | | | | |
| 154 | | | | | | | | | |

EXHIBIT C
(Authority Resolution 2018-01 'Resolution Establishing Per Diem and Travel Expenses')

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**Resolution 2018-01**

**RESOLUTION ESTABLISHING PER DIEM AND TRAVEL EXPENSES**

**WHEREAS**, the Peace River Manasota Regional Water Supply Authority (Authority), was created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes; and

**WHEREAS**, Section 112.061, Florida Statutes, establishes per diem and travel expenses of public officers, employees, and authorized persons; and

**WHEREAS**, the Authority meets the definition of a "public agency" under Section 112.061, Florida Statutes; and

**WHEREAS**, Section 112.061(14)(a)4., Florida Statutes, allows special districts to establish rates by the enactment of a resolution that may vary from the per diem rate or mileage rate provided in the statute; and

**WHEREAS**, the Authority approved Resolution 2005-09 establishing per diem and travel expenses on November 2, 2005; and

**WHEREAS**, the Authority finds that the meal allowance and mileage reimbursable rates established in 2005 are now inadequate for the purpose for which they were intended and should, therefore, be revised; and

**WHEREAS**, the meal allowance rates for federal employees, as annually published by the U.S. Government Services Administration (GSA), and the Internal Revenue Service (IRS) mileage reimbursement rate for use of a privately-owned vehicle are hereby deemed reasonable and adequate as such rates are current and take into account regional cost differences.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, THAT:**

Section 1. The above recitals are true and correct, and are fully incorporated herein.

Section 2. Resolution 2005-09 is repealed and rescinded.

Section 3. The meal allowance rates shall be the rates established by the GSA based on the location of the work activity, as updated annually on October 1.

Section 4. The mileage reimbursement rate shall be the "standard mileage rate for business use of a vehicle" established by the IRS, as updated annually on January 1, or as otherwise adjusted from time to time by the IRS.

Section 5. The revised meal allowance and mileage reimbursement rates shall immediately take effect and shall adjust in accordance with this Resolution without further action of the Board of Directors.

Section 6. All other paragraphs of Section 112.061, Florida Statutes, shall remain in effect regarding per diem and travel expenses of public officers, employees, and authorized persons of the Authority.

Duly passed on this Second day of February 2018 by the Board of Directors of the Peace River Manasota Regional Water Supply Authority in Arcadia, Florida.

Attest:

Patrick J. Lehman
Executive Director

Peace River Manasota Regional
Water Supply Authority

Commissioner
Chairman

Approved as to Form:

Douglas Manson
General Counsel for Peace River Manasota
Regional Water Supply Authority

BOARD APPROVED

FEB - 2 2018

Peace River Manasota
Regional Water Supply Authority

EXHIBIT D
(Certificate of Insurance)

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY
3/31/2022

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

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

PRODUCER License # 0E67768
nsurance Office of America
915 West Cypress Street
ampa, FL 33607

CONTACT NAME: Stephen Girdler
PHONE (A/C, No, Ext): (813) 262-2451 22504
FAX (A/C, No): (813) 637-848
E-MAIL ADDRESS: Stephen.Girdler@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC |
|---|---|
| INSURER A : Continental Insurance Company | 35289 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

NSURED
Woodruff & Sons, Inc.
P O Box 10127
Bradenton, FL 34282

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| ISR TR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,00 |
| | CLAIMS-MADE X OCCUR | X | X | 7012268535 | 4/1/2022 | 4/1/2023 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 10 |
| | | | | | | | MED EXP (Any one person) | $ 1 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,00 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,00 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,00 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,00 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | X | X | 7012268549 | 4/1/2022 | 4/1/2023 | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 5,00 |
| | EXCESS LIAB CLAIMS-MADE | X | X | 7012268566 | 4/1/2022 | 4/1/2023 | AGGREGATE | $ 5,00 |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Water Treatment Process and Pipeline Construction/Repair/Replacement Construction Contracting Services and Sitework/Earthwork Construction Contracting Services

Peace River Manasota Regional Water Supply Authority its directors, officers, employees, and agents are Additional Insureds in regards to the General Liability, Auto Liability, and Excess Liability , per written contract. GL evidenced herein is Primary and Non Contributory to other insurance available to a Additional Insured, but only in accordance with the policy provisions. Umbrella policy follows form and will cover both. Should any of the above describe policies be cancelled before the expiration date thereof, the policy provisions will govern, however, notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy. All policies waive the right to recovery or subrogation against Peace River Manasota Regional ATTACHED ACORD 101

CERTIFICATE HOLDER

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

CANCELLATION

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

AUTHORIZED REPRESENTATIVE


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LOC #: 1

# ADDITIONAL REMARKS SCHEDULE



| | | |
|---|---|---|
| AGENCY<br>Insurance Office of America | License # 0E67768 | NAMED INSURED<br>Woodruff & Sons, Inc.<br>P O Box 10127<br>Bradenton, FL 34282 |
| POLICY NUMBER<br>SEE PAGE 1 | | |
| CARRIER<br>SEE PAGE 1 | NAIC CODE<br>SEE P 1 | EFFECTIVE DATE: SEE PAGE 1 |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Water Supply Authority, its directors, officers, employees, and agents and any other contractually required entities. The umbrella policy is following form and is excess over the Employers Liability coverage. 30 day notice of cancellation except for 10 day notic or non payment of premium per policy provisions.

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EXHIBIT E
(Contract Holder E-Verify Registration Proof and Affidavit

## Contract Holder E-Verify Registration and Affidavit

As provided in Section 33 of the Agreement, pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, (https://e-verify.uscis.gov/emp) to verify the work authorization status of all Contractor employees hired on and after January 1, 2021. Additionally, Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Contractor must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering the Agreement

## Affidavit

I hereby certify that Woodruff & Sons, Inc. (Contract holder) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or ager January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of Woodruff & Sons, Inc. (Contract holder) proof of registration in the E-Verify system is attached to this Affidavit.

Donald P. Woodruff 08-16-21

Signature Date

Donald P. Woodruff, President

Print Name

STATE OF Florida
COUNTY OF Manatee
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 08-16-21 (date) by Donald P. Woodruff, President (name of officer or agent, title of officer or agent) of Woodruff & Sons, Inc. (name of contractor company acknowledging), an Indiana (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Personally Known (type of identification) as identification.

Notary Public State of Florida
Debra S. Smith
My Commission HH 055752
Expires 12/09/2024

Debra S. Smith

Notary Public

Debra S. Smith

Name typed, printed or stamped

My Commission Expires: 12-09-24

**Department of Homeland Security**
**E-Verify**

**Report Prepared:** 04/27/2022
**Page:** 1 of 1

# User Report

**COMPANY ID NUMBER:** 171794 **PILOT:** WEB-BP
**CITY:** **STATE:** **USER ROLE:**
**COMPANY NAME:**

**Company Name:** Woodruff & Sons, Inc-BR **Company ID Number:** 171794 **Pilot:** WEB-BP
**City:** Bradenton **State:** FL

| User Name | User Role | Phone w/ Ext | FAX | Last Date Used System |
|---|---|---|---|---|
| Karin Ross | General User | 941-756-1871 | 941-755-1379 | 04/27/2022 |

**Sub-Total Users:** 1

**Total Users:** 1

# EXHIBIT A
## Labor Fee Schedule

| Item | **Job Classifications:** These job classifications and hourly rates should reflect the Contractor's organizational makeup and will be considered as a part of the selection process regarding price. All current or planned job classifications must be listed in this sheet. Rates are to be fully burdened and shall be inclusive of any associated per diem, incidental and administrative costs. | | | Fully loaded Hourly Labor Rates | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| 1 | Project Manager | | hour | $ 115.00 | $ 120.75 | $ 127.00 | $ 133.50 | $ 140.25 |
| 2 | Superintendent | with Foreman Truck - TK LIGHT | hour | $ 100.00 | $ 105.00 | $ 110.25 | $ 116.00 | $ 122.00 |
| 3 | Foreman | with Foreman Truck - TK LIGHT | hour | $ 80.00 | $ 84.00 | $ 88.25 | $ 92.75 | $ 97.50 |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | Truck Driver | without vehicle | hour | $ 45.00 | $ 47.25 | $ 49.75 | $ 52.25 | $ 55.00 |
| 7 | EQ Operator | without equipment | hour | $ 45.00 | $ 47.25 | $ 49.75 | $ 52.25 | $ 55.00 |
| 8 | Laborer | | hour | $ 40.00 | $ 42.00 | $ 44.25 | $ 46.50 | $ 49.00 |
| 9 | Mechanic/Welder | | hour | $ 40.00 | $ 42.00 | $ 44.25 | $ 46.50 | $ 49.00 |
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## EXHIBIT A (continued)
### Equipment Fee Schedule

| Item | **job Classification**: The Contractor is expected to make a diligent effort to list the various types and sizes of equipment typical for routine work in the Contractor's area of specialty. This cost information should reflect the equipment the contractor plans to use if selected and will be considered as a part of the selection process. The absence of any piece of equipment from this list shall not preclude its use, but will require steps to demonstrate competitive pricing has been secured in the best financial interest of the Authority. | | | Fully Loaded Daily Equipment Rates | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| 1 | **Backhoe/Excavator** | | | | | | | |
| 2 | Bkh Mini-hoe | IHI 30, CAT 304, CAT 305,YAN V35,V55 | day | $ 560 | $ 585 | $ 610 | $ 640 | $ 670 |
| 3 | Bkh Tractor/Backhoe | JD 310, JD 410,CAT 415,VOLVO70B | day | $ 680 | $ 710 | $ 745 | $ 780 | $ 815 |
| 4 | Bkh Tct/Bkh w/Hopac | CASE 780 | day | $ 1,000 | $ 1,050 | $ 1,100 | $ 1,155 | $ 1,210 |
| 5 | Bkh 15k-25k lb | CAT 308 | day | $ 920 | $ 965 | $ 1,010 | $ 1,060 | $ 1,110 |
| 6 | Bkh 25k-35k lb | JD 135, JD 160, Volvo145 | day | $ 1,160 | $ 1,215 | $ 1,275 | $ 1,335 | $ 1,400 |
| 7 | Bkh Wheeled Excavator | VOLVO170, CAT 315 | day | $ 1,400 | $ 1,470 | $ 1,540 | $ 1,615 | $ 1,695 |
| 8 | Bkh 45k-55k lb | JD 200, JD 225,JD 690 | day | $ 1,360 | $ 1,425 | $ 1,495 | $ 1,565 | $ 1,640 |
| 9 | Bkh 60k-65k lb | CAT 320,JD270,Volvo220,Vlv235,VLV250 | day | $ 1,520 | $ 1,595 | $ 1,670 | $ 1,750 | $ 1,835 |
| 10 | Bkh 75k-80k lb | CAT330, JD330,volvo330,340,350,volv305 | day | $ 1,880 | $ 1,970 | $ 2,065 | $ 2,165 | $ 2,270 |
| 11 | Bkh 95k-110k lb | JD 450, Volvo460,Volvo480, CAT 350 | day | $ 2,360 | $ 2,475 | $ 2,595 | $ 2,720 | $ 2,855 |
| 12 | Bkh 100k-115k lb | JD 550 | day | $ 2,600 | $ 2,730 | $ 2,865 | $ 3,005 | $ 3,155 |
| 13 | Bkh 170k-180k lb | CAT 375, HIT 750 | day | $ 3,400 | $ 3,570 | $ 3,745 | $ 3,930 | $ 4,125 |
| 14 | | | | | | | | |
| 15 | **Accessory Equipment** | *** Backhoe accessories should be added to above Backhoe Rate *** | | | | | | |
| 16 | Sml Bkh Mech Accessory | BKH ACCS(densifier,cruncher) no operator | day | $ 120 | $ 125 | $ 130 | $ 135 | $ 140 |
| 17 | Sml Bkh Rock Breaker | BKH ROCK no operator | day | $ 760 | $ 795 | $ 830 | $ 870 | $ 910 |
| 18 | Sml Bkh Hydr Grapple | BKH GRPL no operator | day | $ 240 | $ 250 | $ 260 | $ 270 | $ 280 |
| 19 | Sml Bkh Ho-pac | BKH HOPK no operator | day | $ 160 | $ 165 | $ 170 | $ 175 | $ 180 |
| 20 | Sml Ldr SkidStr Access | LDR ACCS(skid cutter&planer) no operator | day | $ 80 | $ 80 | $ 80 | $ 80 | $ 80 |
| 21 | | | | | | | | |
| 22 | **Crane** | | | | | | | |
| 23 | Crn Grove Crane | GROVE C | day | $ 1,600 | $ 1,680 | $ 1,760 | $ 1,845 | $ 1,935 |
| 24 | Crn LG Crane | AMER CR | day | $ 1,960 | $ 2,055 | $ 2,155 | $ 2,260 | $ 2,370 |
| 25 | **Dozer** | | | | | | | |
| 26 | Dzr 70 hp | CAT D3, JD 450H | day | $ 920 | $ 965 | $ 1,010 | $ 1,060 | $ 1,110 |
| 27 | Dzr 90 hp | CAT D5, JD 650H | day | $ 1,200 | $ 1,260 | $ 1,320 | $ 1,385 | $ 1,450 |
| 28 | Dzr 150 hp | JD 764 | day | $ 1,240 | $ 1,300 | $ 1,365 | $ 1,430 | $ 1,500 |
| 29 | Dzr 175 hp | CAT D6, JD 850C | day | $ 1,560 | $ 1,635 | $ 1,715 | $ 1,800 | $ 1,890 |
| 30 | Dzr Wheel Dozer | CAT 824 | day | $ 2,200 | $ 2,310 | $ 2,425 | $ 2,545 | $ 2,670 |
| 31 | | | | | | | | |
| 32 | **Scraper** | | | | | | | |
| 33 | Scr 10-13 cy | CAT 613 | day | $ 1,920 | $ 2,015 | $ 2,115 | $ 2,220 | $ 2,330 |
| 34 | Scr 14-17 cy | CAT 615 | day | $ 2,640 | $ 2,770 | $ 2,905 | $ 3,050 | $ 3,200 |
| 35 | | | | | | | | |
| 36 | **Loader** | | | | | | | |
| 37 | Ldr skid | BOBCA T, SKID STR, CAT 268, CAT 287 | day | $ 760 | $ 795 | $ 830 | $ 870 | $ 910 |
| 38 | Ldr 3-4 cy | CAT 938, JD 624, VOLVO 90 | day | $ 1,080 | $ 1,130 | $ 1,185 | $ 1,240 | $ 1,300 |
| 39 | Ldr 4-5 cy | CAT 950F, VOLVO 110 | day | $ 1,160 | $ 1,215 | $ 1,275 | $ 1,335 | $ 1,400 |
| 40 | Ldr 5 cy | VOLVO120 | day | $ 1,240 | $ 1,300 | $ 1,365 | $ 1,430 | $ 1,500 |
| 41 | Ldr 6-7 cy | CAT 980F | day | $ 1,360 | $ 1,425 | $ 1,495 | $ 1,565 | $ 1,640 |
| 42 | Ldr 7-8 cy | CAT 980H, VOLVO220 | day | $ 1,840 | $ 1,930 | $ 2,025 | $ 2,125 | $ 2,230 |
| 43 | | | | | | | | |
| 44 | **Roller/Compactor** | | | | | | | |
| 45 | Rlr Traffic/Wheel | BOM 12R, HYST 530 | day | $ 800 | $ 840 | $ 880 | $ 920 | $ 965 |
| 46 | Rlr Traffic/Wheel 225hp | HAMM 15 | day | $ 1,040 | $ 1,090 | $ 1,140 | $ 1,195 | $ 1,250 |
| 47 | Rlr Static Impactor | STAT ROL (impactor & concrete breaker) | day | $ 1,000 | $ 1,050 | $ 1,100 | $ 1,155 | $ 1,210 |
| 48 | Rlr Vib 48" | BOM 120, CAT CB14B, ING 30 | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 49 | Rlr Vib 66" | BOM 177 | day | $ 880 | $ 920 | $ 965 | $ 1,010 | $ 1,060 |
| 50 | Rlr Vib 84" | BOM 213, ING 100,HAMM 120,CAT SC54 | day | $ 1,080 | $ 1,130 | $ 1,185 | $ 1,240 | $ 1,300 |
| 51 | ICE 216 | I.C.E. 216 Hammer no operator | day | $ 740 | $ 775 | $ 810 | $ 850 | $ 890 |
| 52 | | | | | | | | |
| 53 | **Grader** | | | | | | | |
| 54 | Grd < 50 hp | LAYMO R, LEE 635 | day | $ 680 | $ 710 | $ 745 | $ 780 | $ 815 |
| 55 | Grd 130-150 hp | JD 670, JD 672 | day | $ 1,320 | $ 1,385 | $ 1,450 | $ 1,520 | $ 1,595 |
| 56 | Grd AWD 170 hp | JD 772 | day | $ 1,520 | $ 1,595 | $ 1,670 | $ 1,750 | $ 1,835 |
| 57 | | | | | | | | |
| 58 | **Tractor** | | | | | | | |
| 59 | Tct Grade | CASE 480, GRAD E | day | $ 520 | $ 545 | $ 570 | $ 595 | $ 620 |
| 60 | Tct Broom | BROO M | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 61 | Tct Landscape | JD 210 | day | $ 640 | $ 670 | $ 700 | $ 735 | $ 770 |
| 62 | Tct AWD Farm >200hp | JD 8650, JD 8870 | day | $ 1,160 | $ 1,215 | $ 1,275 | $ 1,335 | $ 1,400 |
| 63 | | | | | | | | |
| 64 | **Other Major Equipment** | | | | | | | |
| 65 | Spl Mixer | BMG 100, RAYG O | day | $ 1,280 | $ 1,340 | $ 1,405 | $ 1,475 | $ 1,545 |
| 66 | Spl Mixer/Grinder | BMG100AG (asphalt/concrete grinder) | day | $ 2,280 | $ 2,390 | $ 2,505 | $ 2,630 | $ 2,760 |
| 67 | Spl Reed/Kees Screen | REED SC, KEESTRCK no operator | day | $ 920 | $ 965 | $ 1,010 | $ 1,060 | $ 1,110 |
| 68 | Spl Road Planer | RDPLANER, ROADTEC | day | $ 5,240 | $ 5,500 | $ 5,775 | $ 6,060 | $ 6,360 |

## EXHIBIT A (continued)
### Equipment Fee Schedule

| Item | **job Classification**: The Contractor is expected to make a diligent effort to list the various types and sizes of equipment typical for routine work in the Contractor's area of specialty. This cost information should reflect the equipment the contractor plans to use if selected and will be considered as a part of the selection process. The absence of any piece of equipment from this list shall not preclude its use, but will require steps to demonstrate competitive pricing has been secured in the best financial interest of the Authority. | | | | Fully Loaded Daily Equipment Rates | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| 69 | Spl Milling Machine | ROTOMILL CMI | | day | $ 5,520 | $ 5,795 | $ 6,080 | $ 6,380 | $ 6,695 |
| 70 | Spl Soil Cement Plant | SC PLANT | | day | $ 1,400 | $ 1,470 | $ 1,540 | $ 1,615 | $ 1,695 |
| 71 | Spl Tub Grinder | TUBGRIND, DZ GRIND | | day | $ 2,440 | $ 2,560 | $ 2,685 | $ 2,815 | $ 2,955 |
| 72 | Spl Air Burner | AIR BURN | no operator | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 73 | | | | | | | | | |
| 74 | **Boring/Drilling Equipment** | | | | | | | | |
| 75 | Spl 36" Bore | BORE 36 | | day | $ 720 | $ 755 | $ 790 | $ 825 | $ 865 |
| 76 | Spl 48" Bore | BORE 48 | | day | $ 840 | $ 880 | $ 920 | $ 965 | $ 1,010 |
| 77 | Spl 60" Bore | BORE 60 | | day | $ 1,040 | $ 1,090 | $ 1,140 | $ 1,195 | $ 1,250 |
| 78 | Spl Directional Drill | DIR DRLL, DIR MUD | | day | $ 1,720 | $ 1,805 | $ 1,895 | $ 1,985 | $ 2,080 |
| 79 | Spl Drill Vacuum System | DIR VAC | | day | $ 640 | $ 670 | $ 700 | $ 735 | $ 770 |
| 80 | Spl Fusion Pipe Machine | DIR FUSI | | day | $ 280 | $ 290 | $ 300 | $ 315 | $ 330 |
| 81 | | | | | | | | | |
| 82 | **Compressor** | | | | | | | | |
| 83 | Air 150-185 Compressor | COMP 185 | no operator | day | $ 160 | $ 165 | $ 170 | $ 175 | $ 180 |
| 84 | | | | | | | | | |
| 85 | **Other small equipment** | | | | | | | | |
| 86 | Sml Saw | TRGT SAW | | day | $ 320 | $ 335 | $ 350 | $ 365 | $ 380 |
| 87 | Sml Walkbhd Saw | TRGT SAW | | day | $ 560 | $ 585 | $ 610 | $ 640 | $ 670 |
| 88 | Sml Wac Rammer | WAC RAMM | w/ laborer | day | $ 280 | $ 290 | $ 300 | $ 315 | $ 330 |
| 89 | Sml Wac Plate | WAC PLAT | w/ laborer | day | $ 440 | $ 460 | $ 480 | $ 500 | $ 525 |
| 90 | Sml Arrow Hammer | ARRW HAM | | day | $ 280 | $ 290 | $ 300 | $ 315 | $ 330 |
| 91 | Sml Trench Box | TRNCHBOX | | day | $ 40 | $ 40 | $ 40 | $ 40 | $ 40 |
| 92 | Sml Arrow Board | ARRW BRD | | day | $ 80 | $ 80 | $ 80 | $ 80 | $ 80 |
| 93 | Sml Sweeper | SWEEPE R | | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 94 | Sml Power Boat | BOAT PWR | | day | $ 440 | $ 460 | $ 480 | $ 500 | $ 525 |
| 95 | Gen Generator | GEN CAT, GENERATO | no operator | day | $ 160 | $ 165 | $ 170 | $ 175 | $ 180 |
| 96 | Wld Portable Welder | WELDER E | | day | $ 360 | $ 375 | $ 390 | $ 405 | $ 425 |
| 97 | | | | | | | | | |
| 98 | **Trencher** | | | | | | | | |
| 99 | Trn Sm Wheel Vermeer Trench | VER TREN | | day | $ 520 | $ 545 | $ 570 | $ 595 | $ 620 |
| 100 | Trn Lg Wheel DW Trencher | DW TRENC | | day | $ 1,160 | $ 1,215 | $ 1,275 | $ 1,335 | $ 1,400 |
| 101 | Trn Chain Trencher | INTERDRN | | day | $ 4,120 | $ 4,325 | $ 4,540 | $ 4,765 | $ 5,000 |
| 102 | | | | | | | | | |
| 103 | **Dewatering Equipment** | | | | | | | | |
| 104 | Dwt Sm Gas Pump | PMP GAS | no operator | day | $ 120 | $ 125 | $ 130 | $ 135 | $ 140 |
| 105 | Dwt Day Wellpoint 8" Pump | w/ 24hrs of Op Costs | no operator | day | $ 615 | $ 645 | $ 675 | $ 705 | $ 740 |
| 106 | Dwt Wellpoint 12" Pump | PMP WP12 | no operator | day | $ 725 | $ 760 | $ 795 | $ 830 | $ 870 |
| 107 | Dwt Hyd 4" Pump | PMP HY04 | no operator | day | $ 225 | $ 235 | $ 245 | $ 255 | $ 265 |
| 108 | Dwt Hyd 6" Pump | PMP HY06 | no operator | day | $ 450 | $ 470 | $ 490 | $ 510 | $ 535 |
| 109 | Dwt Hyd 12" Pump | PMP HY12 | no operator | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 110 | | | | | | | | | |
| 111 | | | | | | | | | |
| 112 | | | | | | | | | |
| 113 | **Light duty trucks** | | | | | | | | |
| 114 | Trs Crew Truck | TK LIGHT | | day | $ 400 | $ 420 | $ 440 | $ 460 | $ 480 |
| 115 | Trs Tool/Utility Truck | TK LIGTT | | day | $ 520 | $ 545 | $ 570 | $ 595 | $ 620 |
| 116 | Trk Single Axle Flatbed | TK 1AXLE | | day | $ 560 | $ 585 | $ 610 | $ 640 | $ 670 |
| 117 | Trk Tandem Axle | TK 2AXLE | | day | $ 680 | $ 710 | $ 745 | $ 780 | $ 815 |
| 118 | | | | | | $ - | $ - | $ - | $ - |
| 119 | **Heavy duty trucks** | | | | | | | | |
| 120 | Trk Tandem Axle Dump | TK 2DUMP | | day | $ 960 | $ 1,005 | $ 1,055 | $ 1,105 | $ 1,160 |
| 121 | Trk Tri-Axle Truck | TK 3DUMP | | day | $ 1,040 | $ 1,090 | $ 1,140 | $ 1,195 | $ 1,250 |
| 122 | Trk Artic Haul >40ton | TK ARTI4 | | day | $ 2,120 | $ 2,225 | $ 2,335 | $ 2,450 | $ 2,570 |
| 123 | Trk Artic Haul Truck | TK ARTIC | | day | $ 1,520 | $ 1,595 | $ 1,670 | $ 1,750 | $ 1,835 |
| 124 | Trk Crawler Dump Truck | TK CRDMP | | day | $ 840 | $ 880 | $ 920 | $ 965 | $ 1,010 |
| 125 | Trk Roll-Off | TK RLOFF | | day | $ 1,040 | $ 1,090 | $ 1,140 | $ 1,195 | $ 1,250 |
| 126 | Trk Water Off-Road | TK WATE0 | | day | $ 1,080 | $ 1,130 | $ 1,185 | $ 1,240 | $ 1,300 |
| 127 | Trk Water <3,500 gal | TK WATE1 | | day | $ 560 | $ 585 | $ 610 | $ 640 | $ 670 |
| 128 | Trk Water >3,500 gal | TK WATE3 | | day | $ 840 | $ 880 | $ 920 | $ 965 | $ 1,010 |
| 129 | | | | | | | | | |
| 130 | Trk Semi Dump & Tractor | Semi Dump Truck | | day | $ 760 | $ 795 | $ 830 | $ 870 | $ 910 |
| 131 | Trk Lowboy & Tractor | TKTRL LB, TK SEMI | | day | $ 1,350 | $ 1,415 | $ 1,485 | $ 1,555 | $ 1,630 |
| 132 | Trk Beam & Tractor | 8 axle | | day | $ 1,700 | $ 1,785 | $ 1,870 | $ 1,960 | $ 2,055 |
| 133 | | | | | | | | | |
| 134 | **Specialty trucks** | | | | | | | | |
| 135 | Blaster/Cleaner/Bean Truck | TK BLAST | | day | $ 400 | $ 420 | $ 440 | $ 460 | $ 480 |
| 136 | Breaker Truck | TK BREAK | | day | $ 2,040 | $ 2,140 | $ 2,245 | $ 2,355 | $ 2,470 |

## EXHIBIT A (continued)
### Equipment Fee Schedule

| Item | **job Classification**: The Contractor is expected to make a diligent effort to list the various types and sizes of equipment typical for routine work in the Contractor's area of specialty. This cost information should reflect the equipment the contractor plans to use if selected and will be considered as a part of the selection process. The absence of any piece of equipment from this list shall not preclude its use, but will require steps to demonstrate competitive pricing has been secured in the best financial interest of the Authority. | | | | Fully Loaded Daily Equipment Rates | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| 137 | Tanker Compressor Truck | TK COMPR | | day | $ 240 | $ 250 | $ 260 | $ 270 | $ 280 |
| 138 | Crane/Boom Truck | TK CRANE | | day | $ 800 | $ 840 | $ 880 | $ 920 | $ 965 |
| 139 | Mobile Drill Truck | TK DRILL | | day | $ 1,280 | $ 1,340 | $ 1,405 | $ 1,475 | $ 1,545 |
| 140 | Generator Truck | TK GENER | | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 141 | Trk Mobile Concrete | TK MCONC | | day | $ 960 | $ 1,005 | $ 1,055 | $ 1,105 | $ 1,160 |
| 142 | Vac-con Truck | TK VACCO | w/2 drivers | day | $ 2,000 | $ 2,100 | $ 2,205 | $ 2,315 | $ 2,430 |
| 143 | | | | | | | | | |
| 144 | **Trailers** | | | | | | | | |
| 145 | Trl Dump Trailer | TR DUMP | no operator | day | $ 160 | $ 165 | $ 170 | $ 175 | $ 180 |
| 146 | Trl Cement Tanker | TR CEMNT | no operator | day | $ 200 | $ 210 | $ 220 | $ 230 | $ 240 |
| 147 | Trl Lowboy Trailer | TR LOWBY | no operator | day | $ 320 | $ 335 | $ 350 | $ 365 | $ 380 |
| 148 | Trl Office Trailer | TR OFFIC | no operator | day | $ 40 | $ 40 | $ 40 | $ 40 | $ 40 |
| 149 | Trl Utility Trailer | TR UTILI | no operator | day | $ 40 | $ 40 | $ 40 | $ 40 | $ 40 |
| 150 | | | | | | | | | |
| 151 | | | | | | | | | |
| 152 | | | | | | | | | |
| 153 | | | | | | | | | |
| 154 | | | | | | | | | |

**AGENDA ITEM NO. 6.j**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** April 26, 2023

**SUBMITTED BY:** Kim Clayback, Public Works & Utilities

**ITEM TYPE:** Agreement

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** Piggyback PB-23-006-KC with Woodruff & Sons, Inc.

**SUGGESTED ACTION:** Approve the Agreement for Mayor's signature.

**Is this item Quasijudicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**

Woodruff and Sons, Inc. agrees to enter into an agreement with the City of Bradenton, Florida to perform as needed construction services – pipeline construction/repair/replacement and earthwork services for the City of Bradenton. This agreement is in accordance with the specifications per the Peace River Manasota Regional Water Supply Authority agreement, for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through the remainder of the contract extension ending on February 27, 2027.

**FINANCIAL IMPACT:**
N/A

**ATTORNEY REVIEW/RECOMMENDATION:**
Received from Attorney Rudacille on 3-28-2023.

**SUGGESTED MOTION:**
Motion to approve Agreement PB-23-006-KC with Woodruff & Sons, Inc.

**ATTACHMENTS:**
PB-23-006KC with Woodruff & Sons, Inc.

**CITY OF BRADENTON**
**BRADENTON, FLORIDA**

**AGREEMENT PB 23-006KC BETWEEN THE CITY OF BRADENTON AND WOODRUFF & SONS INC.**

Woodruff & Sons, Inc. agrees to enter into an agreement with the City of Bradenton, Florida to perform as needed construction services – sitework/earthwork construction services for the City of Bradenton. This agreement is in accordance with the specifications per the Peace River Manasota Regional Water Supply Authority agreement dated December 1, 2021, attached hereto and incorporated herein (the "Contract"), including the same pricing as set forth in the Contract, for the period dated from the authorized signing of this document by Gene Brown, Mayor, through February 28, 2027, with two (2) consecutive one (1) year options to renew, with the following modifications:

1. All references in the Contract to the "Peace River Manasota Regional Water Supply Authority" or "Authority" shall be replaced with "City of Bradenton, Florida."

2. All references in the Contract to the "Executive Director" shall be replaced with "Director of Public Works and Utilities."

3. All references in the Contract to the "Board of Directors" shall be replaced with "City Council."

4. Section 3H, Work Orders, Scope of Services and the Contractor's Responsibility, shall be deleted in its entirety and replaced with the following:

> Work Orders issued in accordance with this Agreement are limited to work which is not subject to mandatory bidding under Section 255.20, Fla. Stat., or other applicable law or ordinance.

5. Section 7, Agreement Documents, shall be revised to add a Section 7F as follows:

F. Agreement PB 23-006KC between the City of Bradenton and Woodruff & Sons Inc.

6. Section 8I, Public Records Notice, shall be revised to include the following public records language:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**City Clerk**
**Phone: 941-923-9425**
**Email: cityclerk@cityofbradenton.com**
**Mailing Address: 101 Old Main Street – Bradenton, FL 34205**

7. Section 14, Insurance, shall be deleted in its entirety and replaced with the following:

Before performing any services, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, the insurance listed below. The insurance policies shall be primary and written on forms acceptable to the City and placed with the insurance carriers approved and licensed by the State of Florida Office of Insurance Regulation and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII."

The City, its officers, agents, and employees, shall be named as additional insureds on all policies required (excluding worker's compensation). No changes may be made to these specifications without specific prior written approval of the City. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.

A) **Workers' Compensation/Employers Liability:**

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the Contract which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the Contract which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident) $100,000
(Disease-Policy Limit) $500,000
(Disease-Each Employee) $100,000

B) **Commercial General Liability.**

The limits are to be applicable only to services performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:
Products/Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any One Fire) $Nil
Medical Expense (Any One Person) $Nil

**ADDITIONAL INSURED**: The City of Bradenton, a political subdivision of the State of Florida shall be specifically named as additional insured on the Commercial General Liability Policy.

C) **Business Auto Policy**

Each Occurrence Bodily Injury and
Property Damage Liability Combined $300,000
Annual Aggregate (if applicable) $1,000,000

**ADDITIONAL INSURED**: The City of Bradenton, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Business Auto Policy.

D) **Certificates of Insurance and Copies of Policies**

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before services begin. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the Contract. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the Contract, including any warranty periods.

E) **Complete Policies:**

The entire and complete insurance policies required herein shall be provided to the City on request. If the initial insurance expires prior to the completion of services by the Contractor, renewal certificates of insurance and required copies of policies shall be furnished by the Contractor and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the City in connection with any claim against the Contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor's sureties to the City, or to any workers, suppliers, material men or employees in relation to this Contract.

F) By way of its execution of the Contract, Contractor:

a. Represents that Contractor maintains, and will maintain during the term of the Contract, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to the City; and

b. Agrees that insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of the City to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Contract, which may result in immediate termination.

G) Certification Requirements – In order for the certificate of insurance to be accepted it must comply with the following:

a. The certificate holder shall be:
The City of Bradenton, A political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865
Reference: PW and Utilities As Needed Earthwork

b. Certificate shall be mailed to:
The City of Bradenton
1411 9th St W
Bradenton, FL 34205
Attn: Kim Clayback

8. Section 31, Notices, shall be revised to include the following contact information for the City of Bradenton for purposes of required notice: Jim McLellan, City of Bradenton Public Works and Utilities Director, 1411 9th Street West, Bradenton, Florida 34205.

9. Section 33, E-Verify, shall be deleted in its entirety and replaced with the following:

E-Verify. Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this contract. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the City.

This Agreement is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

Donald P. Woodruff — 03-31-23

Donald P. Woodruff
President of Woodruff & Sons, Inc.

Date

Gene Brown
Mayor

Date

Jim McLellan — 04/18/2023

Jim McLellan, P.E., Director
City of Bradenton Public Works and Utilities

Date

**AGREEMENT FOR AS-NEEDED SITEWORK/EARTHWORK CONSTRUCTION SERVICES BETWEEN PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AND WOODRUFF & SONS, INC.**

The Agreement is made this 1st day of December, 2021 ("Effective Date") between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the "Authority", whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and WOODRUFF & SONS, INC., hereinafter referred to as "Contractor", whose address is 6450 31st Street E., Bradenton, FL 34203. Authority and Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply and delivery system, develops new drinking water supplies, transmission pipelines, and water treatment and storage facilities and must comply with various state and federal regulations; and

WHEREAS, the Authority owns or controls various properties and easements in DeSoto, Charlotte, Manatee and Sarasota Counties; and

WHEREAS, the Authority desires to retain a Contractor to provide As-Needed Construction Services associated with Sitework/Earthwork, hereinafter defined, that may include but are not limited to: maintenance, repair, renovation, replacement or enhancement of existing facilities and/or construction of new facilities; and

WHEREAS, the Authority has selected Contractor in accordance with the Authority's Procurement Policy; and

WHEREAS, Contractor desires to render As-Needed Construction Services associated with Sitework/Earthwork to the Authority, and has the experience, staff and resources to perform those services.

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

**SECTION 1. DEFINITIONS**

The following terms as used in the Agreement shall have the following meanings:

A. "Agreement" – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.

B. "As-Needed Construction Services" – Construction services to be provided by Contractor to the Authority from time-to-time, generally consisting of (but not limited to): maintenance, repair, renovation, replacement or enhancement of existing facilities and/or construction of new facilities.

C. "Fee Schedule" – Schedule showing billing rates for Contractor's various personnel classifications, equipment and specific tasks that serves as a basis for budget development on tasks within the Scope of Services, and which is included as Exhibit "B" in the Agreement.

D. "Scope of Services" – Specific tasks and duties to be conducted by Contractor within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order and also known as the "Project."

E. "System" – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, reservoirs, aquifer

storage and recovery facilities and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.

F. "Submittal" – Drawings, maps, tests, samples, applications, progress schedules and other schedules, progress reports and other reports, and any other documents required for submission by the Agreement.

G. "Work Order"– An individual work assignment to be conducted by Contractor at the direction of the Authority, consisting of single or multiple tasks completed within a pre-determined timeframe for a pre-approved fee, including a Scope of Services, which is also known as the "Project."

**SECTION 2. ENGAGEMENT OF CONTRACTOR**

The Authority hereby agrees to engage Contractor, and Contractor hereby agrees to perform As-Needed Construction Services as directed by the Authority. Key personnel and sub-contractors shall not be assigned to or removed from the Project by Contractor without the prior written approval of the Authority. Both Parties agree that replacement of key personnel and sub-contractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project. Notwithstanding, the Authority and Contractor may assign other individuals to serve as key personnel for particular Work Orders.

**SECTION 3. WORK ORDERS, SCOPE OF SERVICES AND THE CONTRACTOR'S RESPONSIBILITY**

For each Work Order assigned to the Contractor, the Authority and Contractor shall develop a Scope of Services that will include the project objective, project tasks, deliverables, staffing, performance schedule and estimated costs required to complete the Work Order. Contractor shall proceed and furnish these services upon authorization by the Authority. Any modification to a

Work Order, including a change to the Scope of Services, must be approved in writing by the Authority. In addition to the services set forth in individual Work Orders, the Contractor shall perform the following:

A. Contractor shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete each Work Order.

B. Contractor shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.

C. Contractor shall designate in writing a single representative with whom the Authority shall coordinate. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Contractor's policies, opinions and decisions related to each assigned Work Order.

D. Contractor shall secure all licenses or permits required by law for the completion of assigned Work Orders and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of a Work Order.

E. Contractor shall, at all times, keep the Authority advised as to the status of each Work Order including, but not limited to, the progress on individual tasks within the Scope of Services. The Authority and its authorized representatives shall have the right to visit any work site and the office of Contractor at any reasonable time for purposes of inspection.

F. Contractor shall cooperate with other Contractors, construction contractors, consultants, and suppliers retained by the Authority as needed.

G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Contractor with regard to any financial matters in

connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Contractor shall make all documents and data available to the Authority or its designated auditor. Contractor may have the audit reviewed by Contractor's auditor at Contractor's expense.

H. Work Orders issued in accordance with this Agreement are limited to projects in which the estimated construction cost of each individual project under the contract does not exceed $4,000,000 and for a study activity if the fee for professional services for each individual study under this Agreement does not exceed $500,000.

I. If applicable, any list of items required to render complete, satisfactory, and acceptable the construction services purchased by the Authority for a Work Order must be completed pursuant to Section 218.735, Florida Statutes, as amended.

**SECTION 4. THE AUTHORITY'S RESPONSIBILITY**

Except as otherwise provided in individual Work Orders, the Authority's responsibilities are as follows:

A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to all matters relating to the assigned Work Orders. The Executive Director shall have complete authority to issue Work Order(s) up to the applicable dollar limits established in the Authority's current Procurement Policy; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, sub-contractors, key personnel and systems pertinent to Contractor's services. Notwithstanding, this Paragraph A. may not be amended by a Work Order.

B. To provide, within a reasonable amount of time from request of Contractor, existing data, plans, reports and other information in the Authority's possession or under the Authority's control that are necessary or may be helpful to Contractor in performance of their duties, and to provide full information regarding requirements of the Work Orders, including objectives, budget constraints, criteria and other pertinent requirements.

C. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services.

D. If applicable, the Authority will develop any list of items required to render complete, satisfactory, and acceptable the construction services provided pursuant to Section 218.735, Florida Statutes, as amended.

**SECTION 5. TIME OF PERFORMANCE**

Contractor shall commence work on a Work Order upon receipt of a Notice to Proceed and shall satisfactorily complete the services in the Scope of Services for the Work Order within the established schedule.

**SECTION 6. COMPENSATION**

The Authority agrees to pay the Contractor for work performed under a Work Order in accordance with the Local Government Prompt Payment Act, Part VII, Florida Statutes, upon receipt of a proper invoice and as follows:

A. Compensation for each Work Order approved by the Authority Board of Directors or Executive Director pursuant to the Authority's Procurement Policy shall be established based on the Fee Schedule(s) in Exhibit "B" and tasks included in the Scope of Services. Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated between Contractor and the Authority and provided for in the

Scope of Services. Final payments in all cases will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule, in accordance with the terms of this Agreement and the Work Order. The Fee Schedule(s) in Exhibit "B" may be adjusted based upon written approval by the Executive Director.

B. The fair and reasonable expenses of the Contractor necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up. The Authority shall also pay out-of-pocket expenses, at actual cost with no mark-up, incurred by Contractor for the Authority relating to the Work Order activities, and agreed to by the Authority's Executive Director. Expenses, which may be incurred by the Contractor for travel or hotels, must be pre-approved by the Authority's Executive Director and, if pre-approved, will be reimbursed in accordance with Exhibit "C", Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses* (or latest revision). This paragraph supersedes any conflicts that may occur with Exhibit "B."

C. Contractor shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director, or the Executive Director's designee, by the 20th day of the month for work completed the previous month. Payment shall be made in accordance with Section 6, Paragraph A from the date when the invoice is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to Section 6, Paragraph D. All invoices shall be accompanied by a report

identifying the nature and progress of the services performed and in a format approved by the Executive Director, or the Executive Director's designee.

D. The Authority reserves the right to withhold payment to Contractor for failure to perform services in accordance with the provisions of the Agreement and Work Order and the Authority shall promptly notify Contractor if any invoice or report is found to be unacceptable and will specify the reasons therefore.

E. Contractor shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Contractor's right to suspend services does not become effective if the Authority has withheld payment of an invoice for cause.

F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.

G. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Contractor or its affiliates to the Authority against any payments due the Contractor under any agreement with the Authority.

**SECTION 7. AGREEMENT DOCUMENTS**

The following documents are attached or incorporated herein by reference and made a part of this Agreement:

A. Contractor's August 16, 2021 Competitive Proposal, attached hereto as Exhibit "A",

B. Fee Schedule, attached hereto as Exhibit "B",

C. Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*, (or latest revision) attached hereto as Exhibit "C",

D. Certificate of Insurance, attached hereto as Exhibit "D", and

E. Any written amendments, modifications, Work Orders or addenda to the Agreement.

In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "C", then to Exhibit "B", as they may be amended, and then Work Orders.

**SECTION 8. DOCUMENTS AND DATA**

A. Unless otherwise provided by the Authority, Contractor will provide the Authority with hard and electronic copies of any and all reports, models, studies, maps or other documents ("Documents") resulting from a Work Order at no cost to the Authority. All original documents prepared by Contractor are instruments of service and shall be the property of the Authority. The use of data gathered under the Agreement shall be restricted and limited to the purposes of the Agreement, excluding the data in the public domain, and shall not be used in connection with other contracts or for other clients of Contractor without written permission of the Authority. All electronic copies, including copies of electronic media used to store data, shall be provided to the Authority in a format specified by the Authority that is suitable for hard copy print out. Reports, documents and maps obtained from other agencies in the course of executing a Work Order shall be considered the property of the Authority and will be delivered by Contractor to the Authority upon the Authority's request and completion of each Work Order.

B. The documents, drawings, technical data and working papers obtained or generated under the Agreement, including Documents described in Section 8, Paragraph A above, shall be

maintained by Contractor and made available to the Authority upon request by the Authority at all times during the term of the Agreement and for five (5) years thereafter. Contractor shall deliver to the Authority, at no cost, copies of such Documents or reports the Authority obtained or generated under the Agreement.

C. All tracings, plans, specifications, maps, plats, evaluations, reports, models, and technical data, including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made available, upon request, to the Authority at any reasonable time. Contractor may retain copies thereof for their files and internal use. Any use by the Authority of such materials obtained under the Agreement for any purpose not within a Work Order pursuant to the Agreement or use of incomplete materials obtained from Contractor by the Authority shall be made at the risk of the Authority and made without liability to Contractor. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order.

D. All final plans, contract documents, reports and/or such other documents that are required by Florida Law to be endorsed and are prepared by Contractor in connection with a Work Order shall bear the certification of a person in the full employment of Contractor or duly retained by Contractor, and duly licensed and with current registration in the State of Florida in the appropriate professional category.

E. Contractor shall make any patentable product or result of the Work Order and Scope of Services and all associated information, design, specifications, data, and findings available to the Authority. No material prepared in connection with the Work Order will be subject to copyright by Contractor. The Authority shall have the right to publish, distribute,

disclose and otherwise use any material prepared by Contractor pursuant to the Agreement or any assigned Work Orders. Any use of materials or patents obtained by the Authority under the Agreement for any purpose not within a Work Order pursuant to the Agreement shall be at the risk of the Authority. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order. At the Authority's discretion, whenever any renderings, photographs of renderings, photographs of model, or photographs of the Work Order products are released by the Authority for publicity, proper credit for shall be given to Contractor, provided the giving of such credit is without cost to the Authority.

F. For a period of five (5) years after the completion of the term of a Work Order, Contractor agrees to provide the Authority with copies of any documents and additional materials in its possession resulting from the performance of the Agreement or a Work Order at no cost. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which Contractor is entitled.

G. Contractor shall not publish, copyright, or patent any of the data furnished or developed pursuant to the Agreement or any assigned Work Order without first obtaining the Authority's written consent.

H. Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law), as amended. In addition to this Agreement's requirements and as required by Section 119.0701(2), Florida Statutes, as amended, the Contractor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that

does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Contractor to Authority upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. Pursuant to Section 119.071(3)(b), Florida Statutes, as amended, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, water treatment facility or other structure owned or operated by the Authority are exempt from the inspection, examination and duplication of public records provisions of Section 119.07(1), Florida Statutes, and Section 24(a), Article I of the State Constitution. Information made exempt by Section 119.071(3)(b), Florida Statutes, as amended, may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, engineers, or contractors who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information. Contractor agrees to include the above provision in all agreements with subcontractors that are related to the Contractor's performance under this Agreement, and to which the provisions of Chapter 119, Florida Statutes, also apply.

Contractor shall also notify the Authority within forty-eight (48) hours of receipt of a public records request under Chapter 119, Florida Statutes.

I. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941)316-1776; ALEE@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

## SECTION 9. STANDARD OF PERFORMANCE

Contractor shall perform and complete Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the professional services.

## SECTION 10. CONTRACTOR'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Contractor acknowledges and explicitly represents to the Authority the following:

A. Contractor is duly authorized to conduct business in the State of Florida.

B. In connection with the services to be performed under the Agreement, Contractor will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities

Act) relative to performance under this Agreement. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Contractor will obtain and maintain all permits and licenses necessary for its performance under this Agreement.

C. Contractor recognizes that:

1. Authority is contractually obligated to furnish potable water to the Authority's customers who have an immediate need for such water;
2. The performance of the services as provided pursuant to Work Orders may interface with work performed by others;
3. Utilization of the services under the Agreement for the purposes intended may require that Contractor coordinate the Project with other ongoing projects by the Authority;
4. During the construction associated with any assigned Work Order, Contractor shall coordinate Work Order tasks with the Authority in order to minimize interference with the Authority's customers; and
5. Authority may suffer financial loss if the services are not completed within the time periods set forth in a Work Order, or any extensions thereof.

D. Contractor has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect Contractor's performance of the Agreement.

E. Contractor has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in

the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Contractor.

F. Contractor shall obtain and review all information and data that relates to each Work Order or which Contractor may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of the Scope of Services, including, but not limited to, information and data indicated in the Agreement or related to work under separate contracts, to the extent such work may interface with Contractor's services provided pursuant to the Agreement.

G. Contractor recognizes and acknowledges that the time for the performance of each Work Order is of the essence in the Agreement.

**SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES**

A. The Authority shall have the absolute right to terminate or suspend any Work Order, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of the Agreement. Suspensions or termination of a Work Order or services in this Agreement by the Authority shall be in writing.

B. If Contractor is of the opinion that any service the Authority directs it to perform substantially increases the services of Contractor beyond the original Scope of Services of the Work Order ("Extra Services"), Contractor shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Contractor beyond the Scope of Services in the Agreement and constitutes Extra Services. If the Authority determines such service does constitute Extra

Services, it shall provide extra compensation to Contractor negotiated by the Authority and Contractor based upon the provisions of Section 6 above.

C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Contractor shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time to complete the Work Order. Any approval or consent to such an extension of time is at the sole and absolute discretion of the Authority; however, such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the Work Order, Contractor shall resume its service until the Scope of Services is completed in accordance with the Work Order.

D. If, in the opinion of the Authority, the progress of an assigned Work Order during any period is substantially less than the amount that is necessary to meet the project schedule, the Authority may require Contractor to take whatever action is necessary, in the opinion of the Authority, to put the Work Order back on schedule. Such action shall not constitute Extra Services unless the delays were caused by circumstances beyond the control of Contractor or its agents, employees or subcontractors.

E. In the event of claims by others against the Authority in connection with work being conducted under a Work Order, the Contractor shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute Extra Services, unless such claims are caused by the failure of Contractor, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement or a Work Order.

F. If Authority requires Contractor to assist with an audit of costs associated with a Work Order, such assistance shall not be considered Extra Services.

**SECTION 12. SUBCONTRACTORS**

Contractor shall not subcontract, assign, or transfer the Agreement or any work or services specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole and absolute discretion. Contractor shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, experts or other persons employed by Contractor. Contractor shall cause all subcontractors, experts or other persons employed by Contractor to abide by the terms and conditions of the Agreement and Work Orders, and all applicable laws as their work or services affect the Authority. Contractor shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the Authority and any subcontractor of the Contractor.

**SECTION 13. INDEPENDENT CONTRACTOR**

Neither the Authority nor any of its employees shall have any control over the conduct of Contractor or any of Contractor's employees, subcontractors or agents, except as herein set forth, and Contractor expressly warrants not to represent at any time or in any manner that Contractor or Contractor's agents, subcontractors or employees are in any manner agents, subcontractors or employees of the Authority. It is understood and agreed that Contractor is, and shall at all times remain as to the Authority, a wholly independent contractor and that Contractor's obligations to the Authority are solely as prescribed by the Agreement. Nothing contained in this Agreement

will be deemed or construed by the Parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the Authority and the Contractor.

**SECTION 14. INSURANCE**

A. The Contractor must maintain during the entire term of this Agreement, insurance in the following kinds and amounts with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage.

B. The amounts and types of insurance shall be appropriate for the services being performed by the Contractor, its employees or agents and must conform to the following minimum requirements:

1. Workers' Compensation. Coverage must apply for all employees and subcontractors with statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
    a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
    b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
    c. Contractor(s) must be in compliance with all applicable state and federal workers' compensation laws.

2. Commercial or Comprehensive General Liability. Coverage must include:

    a. $1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
    b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
    c. Additional Insured. Authority is to be specifically included as an additional insured.
    d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

    a. $1,000,000.00 combined single limit per accident for bodily injury and property damage.
    b. Owned Vehicle.
    c. Hired and Non-Owned Vehicles.
    d. Employee Non-Ownership.
    e. Additional Insured. Authority is to be specifically included as additional insured.
    f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

C. Contractor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.

D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Contractor shall provide the Authority with financial information concerning any self-insurance fund insuring Contractor. At the Authority's option, Self-Insurance Fund financial information may be waived.

E. All the policies of insurance so required of Contractor, except workers' compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Contractor shall

be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Contractor is responsible for the amount of any deductibles or self-insured retentions.

G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Contractor hereunder. Contractor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Section 14 is sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums.

H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Contractor by certified mail. Contractor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Contractor may be providing services to correct, remove or replace defective work.

J. If applicable, professional liability insurance shall continue in force until the end of the fifth ($5^{th}$) calendar year following the calendar year in which the Agreement is terminated.

The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth ($5^{th}$) calendar year.

K. Contractor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Contractor.

L. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its Contractors, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers.

M. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Contractor's obligations under the Agreement, including any indemnity or hold harmless provision.

N. Contractor shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Contractor in connection with Work Orders comply with all of the insurance requirements contained herein relative to each such party.

**SECTION 15. INDEMNIFICATION OF THE AUTHORITY**

Contractor agrees to indemnify and hold harmless the Authority, and its directors, officers and employees from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to, reasonable attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission or any intentional wrongful conduct of Contractor, its agents, employees, subcontractors or any other persons employed or utilized by the Contractor in performance of the Agreement or any Work Order. The execution of the Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification

provision; however, the obligations of ensuring this indemnification must also be complied with as set forth in Section 14 herein. This indemnification shall survive the termination of this Agreement and shall be binding on the Contractor and its successors or assignees.

**SECTION 16. TERM OF AGREEMENT**

The term of this Agreement is for a period of five (5) years commencing on the Effective Date, unless terminated pursuant to the provisions of this Agreement ("Initial Term"). In addition to the Initial Term, the Authority will have two (2) consecutive options to extend this Agreement for one (1) year each upon mutual written agreement of both Parties. All Work Orders must be completed within the term of this Agreement, unless the Work Order is unavoidably delayed. A Work Order may not be issued for work that exceeds the Agreement expiration date.

**SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL**

A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Contractor. Termination will be effective on the date provided in the notice. In the event of termination under this section, the Contractor shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services as provided in the Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Contractor must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Contractor.

B. In the event the Agreement should be terminated by Authority or Contractor, the duties and obligations of Contractor under the following provisions shall survive termination and continue in full force and effect:

1. Section 3(G) and 11(F), regarding Audits;
2. Section 8, regarding Project Documents and Data;
3. Section 14(J), regarding Professional Liability Insurance;
4. Section 15, regarding Indemnification;
5. Section 17, regarding Termination of Agreement by the Authority/Survival;
6. Section 18, regarding Default/Remedies;
7. Section 25, regarding Dispute Resolution; and
8. Section 26, regarding Controlling Law/Attorney Fees.

## SECTION 18. DEFAULT/REMEDIES

A. Either Party may terminate this Agreement upon the other Party's failure to comply with any term or condition of this Agreement, as long as the terminating Party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating Party shall provide the defaulting Party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting Party has failed to comply. If the defaulting Party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. However, if the Authority is terminating the Agreement without cause, the Authority's Notice of Termination does not need to describe any terms and conditions with which the Contractor has failed to comply. In addition, the initiation, either by Contractor or against Contractor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Contractor becoming insolvent, admitting in writing its inability to pay its debts as the debts mature or making an assignment for the benefit of creditors shall constitute a default by Contractor entitling the Authority to terminate this Agreement as set forth above. The Parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Contractor was not in default, or that the default was excusable, the rights and

obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

B. Unless specifically waived by the Authority, the Contractor's failure to timely comply with any obligation in this Agreement or Work Order shall be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs, and attorney fees and costs on appeal, due to said breach shall be borne by the Contractor. Additionally, the Authority shall not be limited in recovery by the terms of this Agreement but may avail itself of any and all rights or remedies it may be entitled to under Florida law for any breach of this Agreement.

C. A waiver, at any time, by the Authority of Contractor's breach of, or default in, any of the terms, provisions and obligations of this Agreement will not be construed to be a waiver of any other terms, provisions and obligations hereof or a waiver of any breach or default other than specifically waived. The Authority's failure at any time to compel a fulfillment of any one or more of the terms, provisions or obligations under this Agreement will not be construed to be a waiver of Authority's right thereafter to enforce any such right. No waiver by the Authority will be deemed to have been made unless expressed in writing and signed by the Authority.

**SECTION 19. SEVERABILITY**

In the event any provision of the Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give

effect to the intentions of the Parties as reflected herein, and the other provisions of the Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect. If the Parties cannot agree to such amendments, modifications or supplements to the Agreement, the remainder of the provisions in the Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

**SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES**

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

**SECTION 21. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT**

A. Contractor certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current as of the Effective Date. Fees, prices, and all other information provided in Exhibit "B" shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Work Order price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.

B. Pursuant to Sections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor 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, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past thirty-six (36) months. Contractor further agrees to notify the Authority within three (3) days of placement on either of these lists. Contractor agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form for all subcontracts and lower tier agreements executed to support the Contractor's work under this Agreement.

**SECTION 22. SUCCESSORS AND ASSIGNS**

Except as otherwise provided in this Agreement, Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Authority.

**SECTION 23. FORCE MAJEURE**

Contractor is not responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond control of Contractor. In any such event, Contractor's contract price and schedule shall be equitably adjusted as determined by the Authority.

**SECTION 24. NO THIRD PARTY BENEFICIARY**

Nothing in this Agreement shall be construed to benefit any person or entity not a Party to this Agreement.

**SECTION 25. DISPUTE RESOLUTION**

In the event any dispute or disagreement arises during the term of this Agreement, the Contractor shall fully perform the Work Order in accordance with the Authority's written instructions. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for dispute resolution to the Authority's Executive Director no later than ten (10) days after the precipitating event. The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

**SECTION 26. CONTROLLING LAW/ATTORNEY FEE**

A. The Agreement is to be construed and governed in accordance with the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Manatee County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division. Contractor hereby expressly waives any right it has to object to the venue of any action commenced in any courts in Manatee County, Florida or the Middle District of Florida, Tampa Division.

B. Should either Party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the Party prevailing is entitled to receive from the other Party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This paragraph does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, Florida Statutes.

**SECTION 27. CONFLICTING EMPLOYMENT**

Contractor certifies that it does not at the time of execution of this Agreement have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest or position of the Authority relating to the services provided by the Contractor under this Agreement. The Contractor further agrees that it shall not accept during the term of this Agreement any retainer or employment from a third party whose interests are in direct conflict with those of the Authority regarding the services being performed under this Agreement. In the event the Contractor is faced with an employment opportunity that appears to be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor shall provide the Authority with notice of the employment opportunity. If the Authority at its sole and absolute discretion determines that the employment would be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor and the Authority shall have the

opportunity to decide whether or not the Contractor will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

**SECTION 28. SCRUTINIZED COMPANIES**

Pursuant to Section 287.135, Florida Statutes, as amended, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more. Additionally, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, 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, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount. By signing this Agreement, Contractor certifies that it is not currently on any of the aforementioned lists and agrees to notify the Authority if placement on any of the lists occurs. If Contractor submits a false certification, the Authority may terminate this Agreement and bring a civil action against the Contractor, which may result in a penalty equal to the greater of $2 million or twice the amount of the Work Orders resulting from this Agreement and all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of false certification.

**SECTION 29. DISCRIMINATORY VENDER LIST**

Pursuant to Sections 287.134(2)(a) and (3)(a), Florida Statutes, an entity or affiliate who has been

placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor certifies that it is not on the discriminatory vender list.

**SECTION 30. CONFLICT OF INTEREST**

This Agreement is subject to the provisions of Chapter 112, Part III, Florida Statutes, as amended, governing conflicts of interest. By execution of this Agreement, Contractor certifies that it has disclosed to the Authority the name of any officer, director, or agent who is also an employee of the Authority, and the name of any employee of the Authority who owns, directly or indirectly, an interest in the Contractor's firm or any of its subsidiaries.

**SECTION 31. NOTICES**

Any notices or other writings permitted or required to be delivered under the provisions of the Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S. regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to the Authority: Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
Attention: Executive Director

If to the Contractor: Woodruff & Sons, Inc.
6450 31st Street E.
Bradenton, FL 34203
Attention: Donald Woodruff, President

Either Party may change said address by notice in writing to the other Party in the manner herein provided.

**SECTION 32. EXTENT OF AGREEMENT**

A. The Agreement represents the entire and integrated agreement between the Authority and Contractor and supersedes all prior negotiations, representations or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in no way is connected with nor affects separate agreement(s) arrived at through formal solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.

B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both Parties.

C. Contractor shall cooperate with the Authority in making any reasonable changes to the Agreement.

**SECTION 33. PARTICIPATION IN E-VERIFY SYSTEM**

Contractor and its subconsultants/contractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Contractor agrees and acknowledges that the Authority is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions thereof apply to this Agreement. Contractor by entering into this Agreement with the Authority, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into this Agreement, no contract of Contractor was terminated by a public

employer in compliance with Section 448.095, Florida Statutes, and (iii) Contractor is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. The Authority's receipt of proof that Contractor and each subcontractor performing through Contractor are E-Verify system participants is a condition precedent to entering this Agreement. Notwithstanding the provisions of SECTION 17., TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL, or SECTION 18., DEFAULT/REMEDIES herein, if the Authority has a good faith belief that Contractor or its subconsultants/contractors have knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Authority shall terminate this Agreement. Contractor shall be liable for any additional costs incurred by the Authority as a result of the termination of this Agreement based on the failure of Contractor or its subconsultants/contractors to comply with the E-Verify requirements referenced herein.

**SECTION 34. BACKGROUND CHECKS**

The Authority may require Contractor to perform a background check on all persons assigned to perform work for the Authority on behalf of Contractor. This will include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement, and such additional background checking as Authority may deem appropriate. Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the Authority. Others may be excluded at the sole discretion of the Authority, based upon the results of the background check.

**SECTION 35. AMENDMENTS**

This Agreement may be amended from time to time provided the Authority and the Contractor mutually agree to such amendment, and the amendment is stated in writing, executed by both Parties; provided, however, that Authority may review and modify the terms and conditions of this Agreement at any time during the term as deemed necessary by the Authority for the following reasons including, but not limited to:

A. Conforming the Agreement to the adoption or revision of Florida Statutes, rules, cases, regulations, and standards that require the modification of the Agreement for compliance; and,

B. Conforming to the adoption or revision of the Authority's Procurement Policy.

**SECTION 36. COUNTERPARTS**

The Parties hereto may execute this Agreement in counterparts and such signatures will have the same effect as if signed all at the same time.

**SECTION 37. COMPUTATION OF TIME**

The time in which any act provided by this Agreement is to be done is computed by excluding the first day and including the last day, unless the last day is Saturday, Sunday or a legal holiday and then it is also extended to the next business day.

**SECTION 38. TIME OF ESSENCE**

Time is of the essence with respect to each date and time specified in this Agreement by which an event is to occur.

**SECTION 39. HEADINGS AND CAPTIONS**

All headings and captions in this Agreement are for reference and convenience only and will not be held to modify or affect the substantive terms and provisions of this Agreement in any manner.

**IN WITNESS WHEREOF**, the Parties hereto have executed the Agreement as of the day and year written above.

ATTEST:

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

BY: Rachel Kersten

Mike Coates, P.G. Date
Executive Director

WITNESS:

BY: Debra Smith

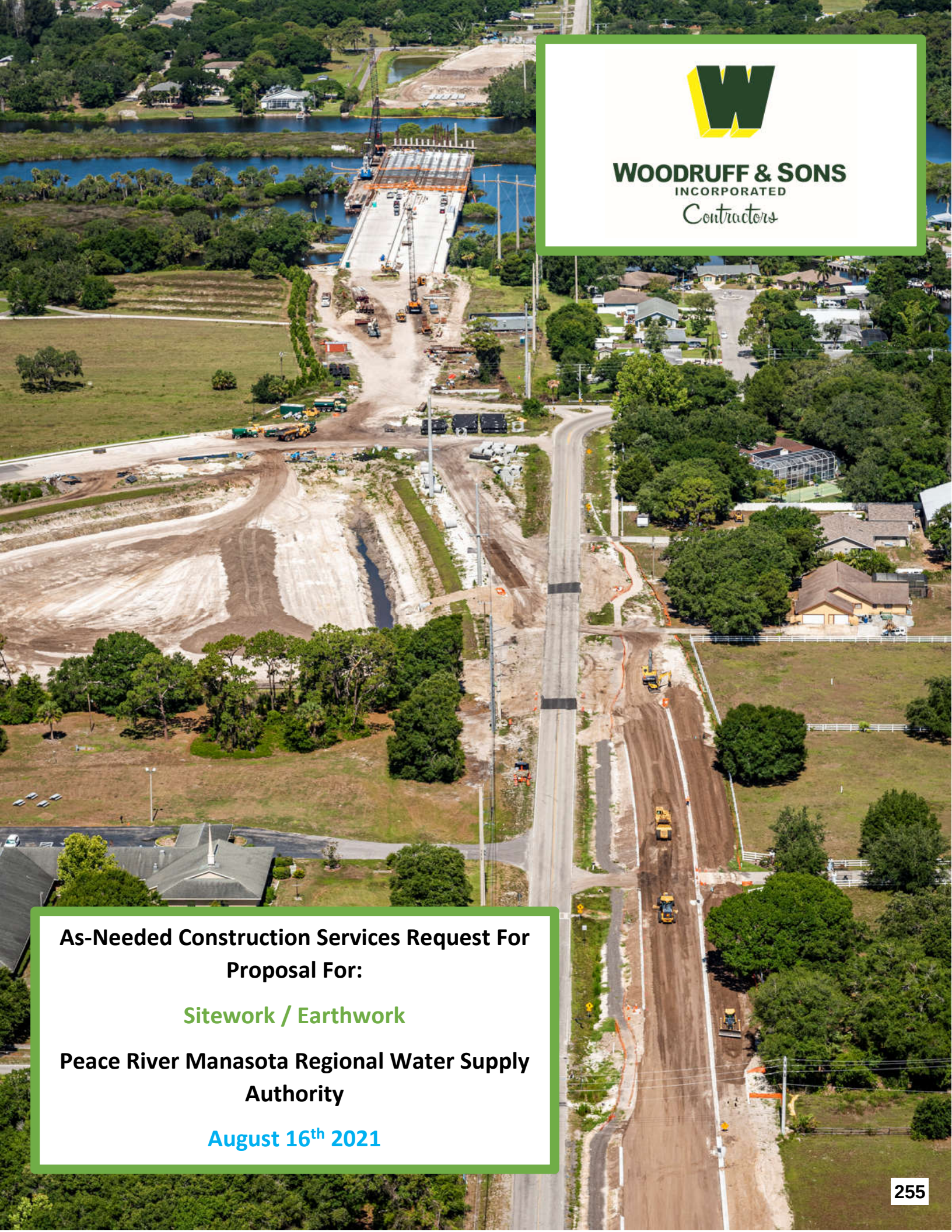
12-17-21
Contractor (Name & Title) Date

PREPARED BY AND APPROVED AS TO FORM BY:

Douglas Manson, General Counsel
for Peace River Manasota Regional Water Supply Authority

BOARD APPROVED
OCT - 1 2021
Peace River Manasota
Regional Water Supply Authority

EXHIBIT A
(Contractor's August 16, 2021 Competitive Proposal)



WOODRUFF & SONS
INCORPORATED
Contractors

# As-Needed Construction Services Request For Proposal For:

## Sitework / Earthwork

## Peace River Manasota Regional Water Supply Authority

**August 16th 2021**

August 16, 2021

Mr. Patrick Lehman, Executive Director
Peace River Manasota Regional
Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Re: Request for Proposal As-Needed Construction Contractor Services
- Sitework/Earthwork Contracts

Dear Mr. Lehman:

Woodruff & Sons, Inc. is pleased to submit our RFP package for the as-needed construction contractor services including sitework/earthwork contracts for Peace River Manasota Regional Water Supply Authority.

Woodruff has proven itself to be one of the most capable and resourceful contractors on the west coast of Florida. We have assembled an outstanding team of experienced members with (1) unparalleled skills in the management of multi-disciplined teams; (2) renowned and proven construction experience in the area of sitework, earthwork, pipeline, and utility construction; and (3) an enthusiastic commitment to the success of this project. Our team was carefully formed from individuals and suppliers with local west coast of Florida knowledge and a clear understanding of project challenges including environmental considerations.

Woodruff & Sons strongly believes that a construction company's strength is in its people. Every project is different from the difference in size and type, to the difference in Florida ground conditions and environmental concerns to the difference in unforeseen issues that may arise. The constant factor on any project Woodruff undertakes is the people managing the jobs, doing the work and solving the problems. We are very proud of the experience and expertise of our employees. Of our 165 employees, about 50 have been working for Woodruff & Sons for 20 years or more. We think this speaks volumes for our capabilities.

It is with great success that Woodruff & Sons has been performing sitework/earthwork constructions contracts as well as pipeline construction projects for 75 years. These miles and miles of pipelines and transmission mains have become an avenue of Woodruff's success. It is our knowledge and expertise with earthwork, pipeline and transmission mains that have allowed Woodruff to be prequalified for previous Peace River Manasota Regional Water Supply Authority construction projects as well as other area Regional Water Authority construction projects.

**Woodruff & Sons, Inc.**
*6450 - 31st St. E.*
*P.O. Box 10127*
*Bradenton, FL 34282-0127*
*Phone: 941-756-1871*
*Fax: 941-755-1379*

**Woodruff & Sons, Inc.**
*2125 U.S. 12*
*P.O. Box 450*
*Michigan City, IN 46361*
*Phone: 219-872-8605*
*Fax: 219-879-5339*

*www.woodruffandsons.com*

Several pipeline projects previously installed by Woodruff & Sons have been tied into and linked with the Peace River Manasota Regional Water Supply Authority system. Woodruff has worked with most of the local counties and cities on their projects and comes highly recommended.

Woodruff & Sons takes great pride in any project we undertake. The family owned business began in Michigan City, Indiana in 1946 and continues through today. In 1973 we opened our second location on the west coast of Florida in Manatee County, which is now our corporate headquarters. The third generation of the Woodruff family still runs the daily operation of the business and oversees all projects. The Woodruff family is very proud of our accomplishments and our highly respected reputation. We will continue to set the standard for the construction industry.

We are excited about the opportunity to present our team's qualifications that follow in this RFP package and look forward to discussing our experience, qualifications, and bid pricing during the next phase of this process. As the undersigned below, I will be the point of contact for the Authority. On behalf of the Woodruff team, thank you for your considerations.

Respectfully,

Donald P. Woodruff
President

1. **Legal name, address, phone number and email of Contractor:**

| | |
|---|---|
| Legal Name: | Woodruff & Sons, Inc. |
| Address: | P.O. Box 10127 |
| | Bradenton, FL 34282-0127 |
| Phone number: | (941) 756-1871 |
| Email: | Info@woodruffandsons.com |

2. **List of Contractor's partners/managers/sub-contractors (if any) who would be utilized on Authority projects;**

   Woodruff & Sons, Inc. would serve as Prime Contractor for the scopes of services of this RFP.

   Some aspects of work might require subcontractors but those will be solicited during the cost analysis phase.

3. **Principal office location of Contractor and any proposed partners/sub-contractors:**

   Woodruff & Sons, Inc.'s physical address is:

   6450 31st Street East

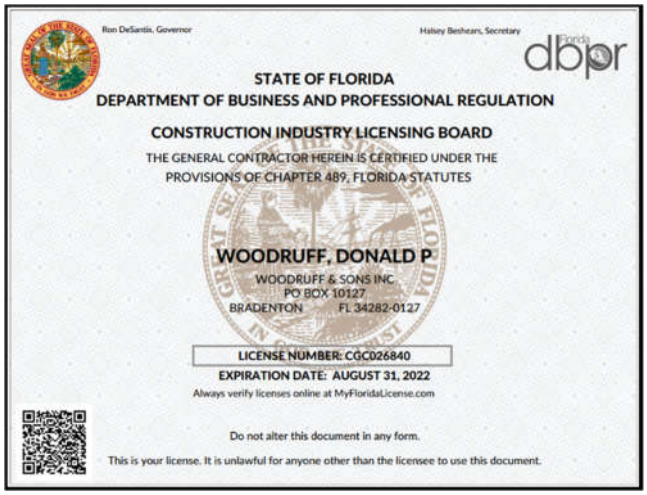
   Bradenton, FL 34203

4. **Legal form of company:**

   Woodruff & Sons, Inc. is a Corporation.

5. **Copies of all current licenses, registrations issued by federal, state, and local agencies, and any other licenses, registrations, or certificates from any other governmental entity with jurisdiction, allowing Contractor to perform the necessary work:**

   Following please find Woodruff & Sons, Inc. current licenses for Certified General Contractors License, Certified Underground Utility & Excavation Contractors License, and Contractors Type V Fire License.



Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

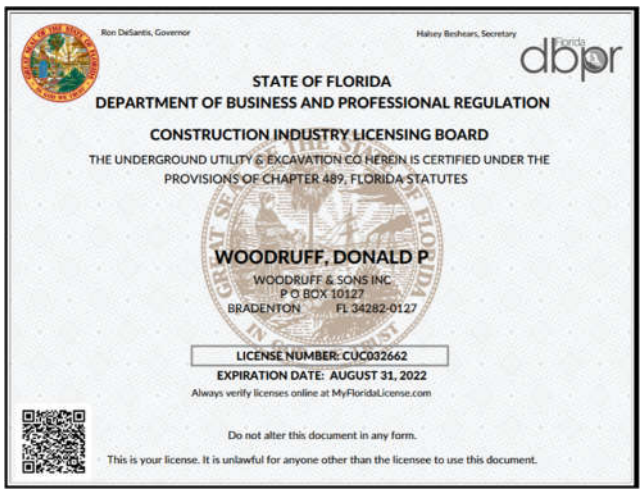
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WOODRUFF, DONALD P

WOODRUFF & SONS INC
PO BOX 10127
BRADENTON FL 34282-0127

LICENSE NUMBER: CGC026840
EXPIRATION DATE: AUGUST 31, 2022
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr

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

WOODRUFF, DONALD P

WOODRUFF & SONS INC
P O BOX 10127
BRADENTON FL 34282-0127

LICENSE NUMBER: CUC032662
EXPIRATION DATE: AUGUST 31, 2022
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

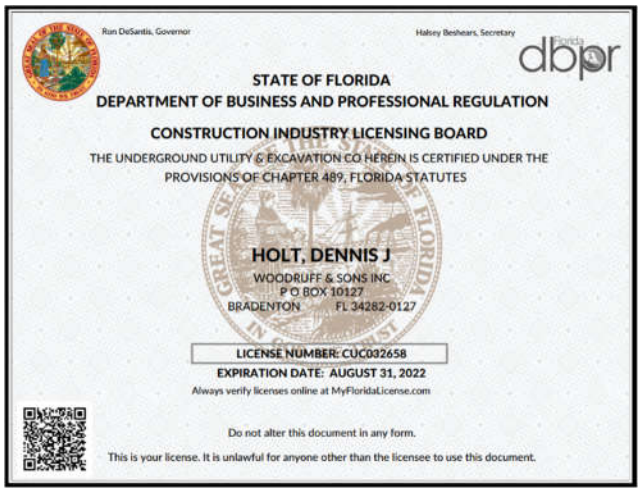
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HOLT, DENNIS J

WOODRUFF & SONS INC
P O BOX 10127
BRADENTON FL 34282-0127

LICENSE NUMBER: CGC026816
EXPIRATION DATE: AUGUST 31, 2022
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Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

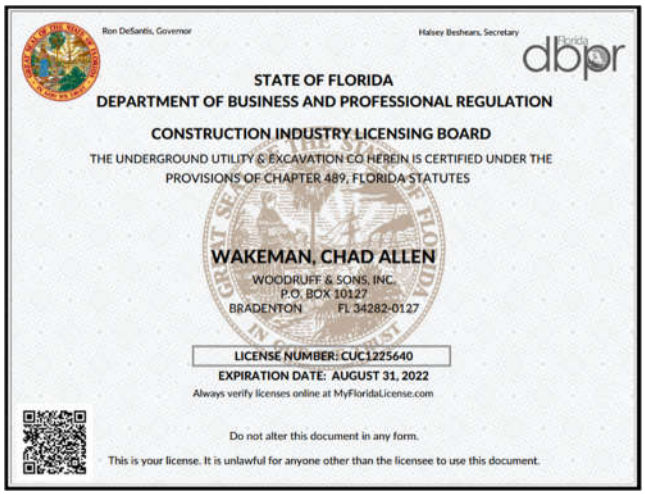
THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HOLT, DENNIS J

WOODRUFF & SONS INC
P O BOX 10127
BRADENTON FL 34282-0127

LICENSE NUMBER: CUC032658
EXPIRATION DATE: AUGUST 31, 2022
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Ron DeSantis, Governor

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

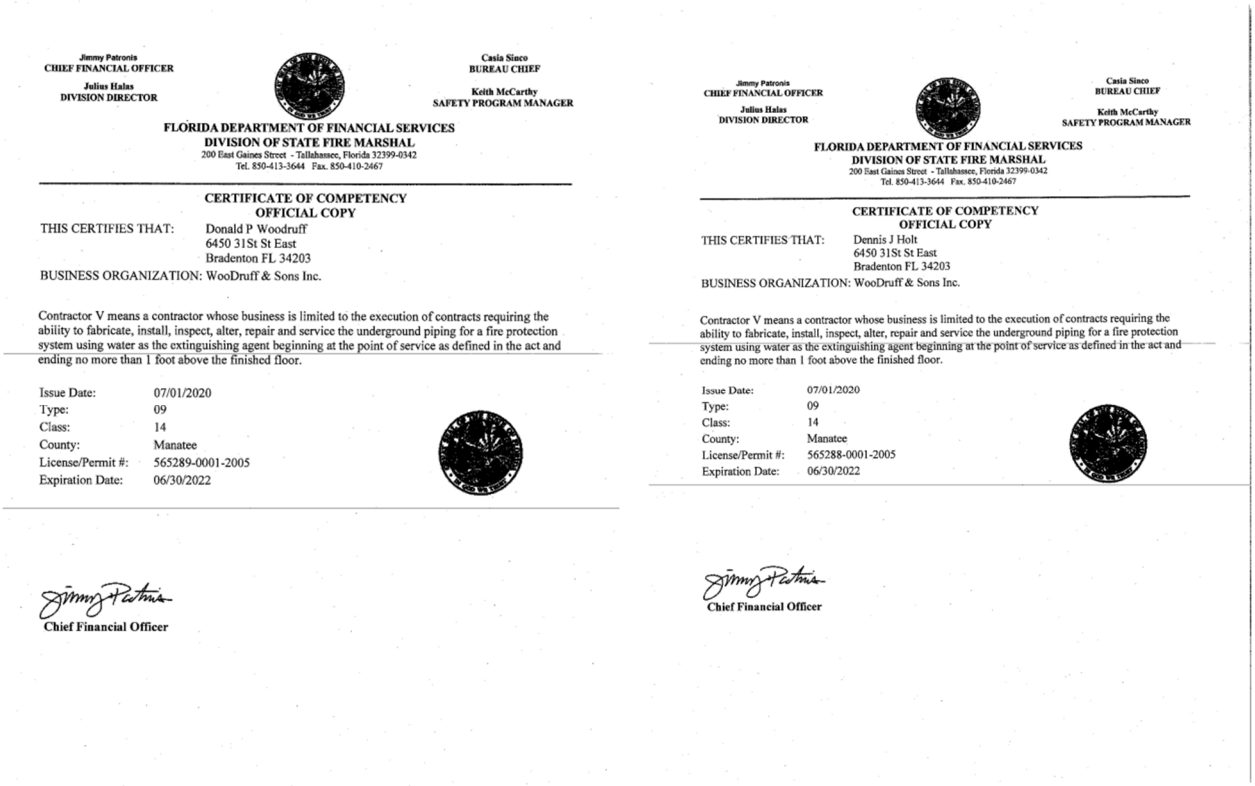
THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WAKEMAN, CHAD ALLEN

WOODRUFF & SONS, INC
P.O. BOX 10127
BRADENTON FL 34282-0127

LICENSE NUMBER: CUC1225640
EXPIRATION DATE: AUGUST 31, 2022
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Jimmy Patronis
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR

Casia Sinco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: Donald P Woodruff
6450 31St St East
Bradenton FL 34203

BUSINESS ORGANIZATION: WooDruff & Sons Inc.

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2020
Type: 09
Class: 14
County: Manatee
License/Permit #: 565289-0001-2005
Expiration Date: 06/30/2022

Chief Financial Officer

Jimmy Patronis
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR

Casia Sinco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: Dennis J Holt
6450 31St St East
Bradenton FL 34203

BUSINESS ORGANIZATION: WooDruff & Sons Inc.

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2020
Type: 09
Class: 14
County: Manatee
License/Permit #: 565288-0001-2005
Expiration Date: 06/30/2022

Chief Financial Officer

## 6. Identification of Contractor's "Project Manager" who is proposed to serve as point of contact for any and all work assigned by the Authority, Location of "Project Manager", outline of qualifications and professional experience:



Project Manager: Matt Anderson, PE

Location: Woodruff & Sons, Inc.

6450 31st Street East

Bradenton, FL 34203

Matt graduated from the University of Florida with a degree in agricultural engineering. This all-around degree provided the basis for the start of his career. The first eight years of Matt's career was spent working for a civil engineering firm in West Palm Beach, learning the ropes and designing pump stations and pressure pipelines. A move to the west coast brought a change of career and a job at Woodruff & Sons. Working as a contractor allows Matt to lean on past engineering experiences and apply those to the numerous challenges all construction projects face to quickly and effectively develop solutions for difficult problems. Matt's past employment allows him to effectively communicate with owners and other engineers and be a better liaison between the construction and engineering aspects of the project.

Following is Matt Anderson's resume:

## MATT ANDERSON, PE
## PROJECT MANAGER



### CURRENT EMPLOYER
Woodruff & Sons, Inc. – 14 years

### CONTACT INFORMATION
Office location: 6450 31st Street East
Bradenton, FL 34203
Email address: matta@woodruffandsons.com
Phone number: 941.756.1871 (office)

### REGISTRATION/CERTIFICATIONS
Professional Engineer: FL, No. 62598

### QUALIFICATIONS
Design-build experience
Construction Management experience
Large-diameter pressure pipe experience
Familiarity with Manatee County specifications
Familiarity with Manatee County's e-Builder process

### REPRESENTATIVE PROJECT EXPERIENCE:

- **CMR Gasparilla Road Widening (CR 711), Charlotte County, FL ($14,070,893).** Constructed roadway and utility improvements for approximately 2.5 miles. Utility scope included installing approximately 16,000LF of 12- and 24-inch water main; 15,000 LF of 20-inch force main and 28,000 LF of 12- and 16-inchreclaimed water main using open-cut, horizontal directional drilling, and jack-and-bore.

- **44th Avenue East Extension [from 45th St E to I-75], Manatee County, FL = $54,588,370.** Project includes installation of approximately 6400-LF of 36" and 1800-LF 30" DIP Watermain, 16,000-LF of various storm pipe from 18" to 60" RCP; as well as removing approximately 3 miles of an existing 2 lane road and reconstruct a new 4 lane road from right-of-way to right-of-way that includes street lights and various signalized intersections. Coordinate and oversee the construction of approximately 1600-LF pile and beam 4 lane bridge over a river.

- **Cypress Street Outfall Regional Stormwater Improvements, City of Tampa, FL Design Build ($35,583,705).** Work consisted of 3,070 LF of a double 8'x8' box culvert; 1,660 LF of 10'x7' box culvert; 1,280 LF of 10'x5' box culvert; 1,660 LF of 6'x5' box culvert; 6,500 LF of 36-inch transmission water main; 5,890 LF of distribution water main; 2,950LF of 8- and 12-inch gravity sanitary sewer; 2,570 LF of 24-inch gravity sanitary sewer; and 1.5 miles of new roadway including new sidewalk, roadside pervious concrete parking stalls, and the Green Spine bike path.

- **Lakewood Ranch Boulevard (LWR) Fruitville Road to South Village, Lakewood Ranch, FL ($15,758,407).** LWR Boulevard consists of 1.7 miles of two-lane divided roadway including two roundabouts; additions to the existing box culvert; 2,500 LF of gravity wall; 3,000 LF of 16-inch PVC water main; 660 LF of 18-inch directional drill; 1,090 LF of 12-, 16-, and 18-inchPVC force main; demolition of portions of the existing wastewater treatment plant, improvements to the existing Fruitville master lift station, new signalization, striping, signing and pavement markings.

- **River Road and US 41 Intersection Improvements, Sarasota County, FL ($8,195,251)**. Approximately 9,000 LF of RCP of various sizes; approximately 6,000 LF of road construction; pond construction; export of approximately 40,000 CY of material; and installation of 250 LF of 80,000-pound bridge truss for signalization.

- **Peace River Regional Integrated Loop Systems Phase 2 Interconnect and Segment B, Peace River Manasota Regional Water Supply Authority, Desoto County, FL ($10,742,192).** Constructed 7 miles of 42-inch–diameter transmission main, three new master meter stations, and various interconnections with existing transmission mains; 300 LF of 60-inchjack and-bore, pressure testing, chlorinating and de-chlorinating; and surface restoration included replacing asphalt and base at roadways, concrete curb, sidewalks and sodding.

- **63rd Avenue East Bridge over Pearce Canal, Manatee County Government, Bradenton, FL = $1,550,256.** Replace existing bridge with approximately 87' wide, 35' single span five lane concrete bridge and approximately 451' of approach length, including sidewalks and installation of a new main water line and air release valves, hydrant and new service connections.

7. **Provide list of equipment that is owned or leased by the Contractor intended to be used to complete the Scope of Service:**

Following please find a list of major equipment owned by Woodruff & Sons, Inc.

| Type Of Equipment | # of Pieces |
|---|---|
| Backhoe/Excavators | 61 |
| Loaders | 24 |
| Dozers | 9 |
| Graders | 8 |
| Rollers | 15 |
| Dump Trucks | 15 |
| Scrapers | 2 |
| Tractor | 9 |
| Crushers | 5 |
| Bore Machines | 2 |
| Directional Drill | 1 |
| Air Compressors | 13 |
| Dewatering Pumps | 32 |
| Forklifts | 5 |

8. **Description and examples of projects completed by Contractor relating to the services requested here in, including budget, approximate project start date(s) and completion time information:**

Following are projects with similar related services:

Woodruff & Sons was chosen by the construction manager Halfacre Construction for the roadway and utility improvements along an approximately 2.5 mile stretch on Gasparilla Road in Port Charlotte, Florida. Similar to this project, one of the major scopes of work on the Gasparilla Road project was a new utility corridor to accommodate the needs of today and the future for the area. The utility corridor was highlighted by 3 Directional Drills, 2 Jack & Bores, and an aerial crossing that attached the new 20" force main and 24" water main on a new bridge over Butterford Waterway.

**Major Utility Scope of Work:**



Water Main & Reclaimed Water Main

- 5,345 LF of 12" DR-18 C-900 PVC Water Main Open Cut
- 10,800 LF of 24" DR-18 PVC Water Main Open Cut
- 14,450 LF of 16" DR-18 C-905 PVC Reclaimed Water Main open cut
- 13,226 LF of 12" DR-18 C-905 PVC Reclaimed Water Main open cut

Force Main

- 15,250 LF of 20" DR-18 C-905 PVC force Main Open Cut
- 150 LF of 20" DR-14 C-905 PVC force main open cut
- 300 LF of 20" Ductile Iron Pipe force main open cut
- Miscellaneous tie-ins and PVC pipe ranging from 4" to 16"
- Plug Valve ranging from 4" to 20", air release valves, fittings

Direction Drill



- 470 LF of 20" HDPE SDR-11 Directional Drill Reclaimed Water Main
- 420 LF of 16" HDPE SDR-11 Directional Drill Reclaimed Water Main
- 470 LF of 20" HDPE SDR-11 Directional Drill Water Main

Jack & Bore

- 63 LF of 24" Steel Casing that was Jack and Bored
- 79 LF of 24" Steel Casing that was Jack and Bored

The Gasparilla Road project also consisted of storm drainage and roadway improvements. Woodruff installed 15,300 linear feet of reinforced concrete pipe ranging from 18" to 54" in diameter along with 126 precast concrete structures. We supervised and assisted our subcontractors in laying 18,400 tons of asphalt, 26,460 linear feet of concrete curb, and 15,300 square yards of concrete sidewalk.

**Owner:** Charlotte County Government

Contact: Dean Campbell
Phone: (941) 456-0041

- SIZE: 2.5 MILES
- COST: $14,070,893
- SCHEDULE: START – 09/2014
- FINISH – 09/2016
- 760 DAYS

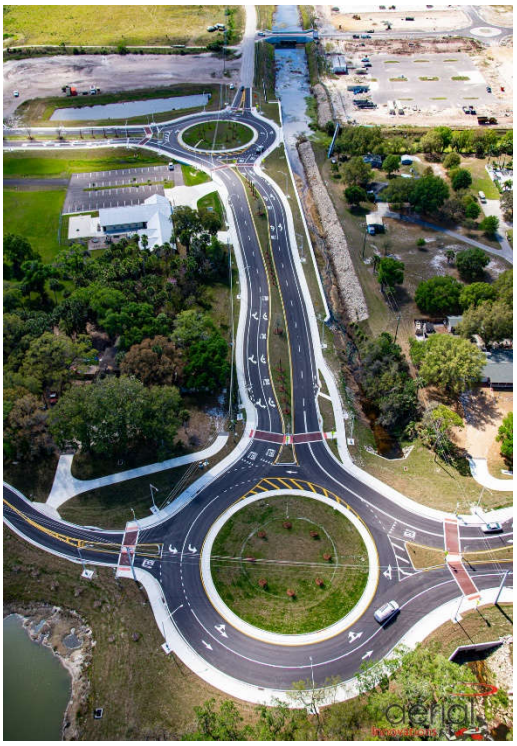
**Similar Personnel:**

- Don Woodruff, Principal
- Matt Anderson, Project Manager
- Danny Dan, Pipe Superintendent
- Chris Zwart, Roadway Superintendent
- Chad Wakeman, Estimator

## VILLAGES OF LAKEWOD RANCH – LAKEWOOD RANCH BLVD – FRUITVILLE ROAD TO SOUTH VILLAGE

Woodruff & Sons constructed the final 1.75 mile portion of Lakewood Ranch Blvd to complete the major thoroughfare between Manatee and Sarasota Counties. The project consisted of 4 lane divided highway with two round-a-bouts, extensive gravity and retaining walls, force main installation, and electrical modifications to the existing lift station.

**Owner:** Lakewood Ranch Stewardship District
**Address:** Sarasota County, FL
**Project Date:** 2018 to 2020
**Project Role:** Prime
**Total Project Cost:** $14,948,473




### Major Utility Scopes of Work:

- Force Main
- Lift Station Electrical Work
- Gravity Sanitary Sewer
- Potable Water Main

### Major Transportation Scopes of Work:

- Storm Drainage Improvements
- Roadway Construction
- Curb & Gutter
- Sidewalk
- Signalization
- Street Lighting
- Signing & Striping
- Fence
- Sod

### Similar Personnel:

- Don Woodruff, Principal
- Matt Anderson, PE, Project Manager
- Jerry Konieczny, General Superintendent
- Danny Dan, Pipe Superintendent
- Chris Zwart, Roadway Superintendent

## 53RD AVENUE WEST (43RD ST W TO 75TH ST W) & FORCE MAIN 27-A (51ST ST W TO SWWRF)

As part of the 53rd Ave Widening project located in Bradenton Florida, we installed 5,300 LF of 42" unrestrained DIP and 1,500 LF of restrained joint DIP and appurtenances. There were three 42" plug valves installed and numerous fittings for future tie-in connection points. As part of the work, we also had to install bypass pipes and line stops on an existing 20" force main for City of Longboat Key at two separate locations so these pipes could be offset out of the way of the new 42" DIP force main. Parts of this work entailed crossing 53rd Ave W; it was determined that a road closure would have the least amount of impact versus multiple lanes shifts over a several month period. This was accomplished while maintaining a tight schedule after school let out and before the 4th of July weekend and was opened to traffic earlier than scheduled. Since we could isolate the new 42" force main with the plug valves, Woodruff elected to test the line in 3 sections – all sections passed 2 hour pressure tests on the first try.

**Major Utility Scope of Work:**

- 6,800 linear feet of 42" class 350 ductile iron force main pipe via open cut, of which 1,500 linear feet was restrained joint
- 70 linear feet of 30" class 350 ductile iron force main pipe open cut
- 350 linear feet of 20" class 350 ductile iron force main pipe open cut
- 310 linear feet of 18" class 350 ductile iron force main pipe open cut

**Similar Personnel:**

- Don Woodruff, Principal
- Jerry Konieczny, Gen. Superintendent
- Danny Dan, Pipe Superintendent
- Chris Zwart, Roadway Superintendent
- Dennis Holt, Estimator
- Chad Wakeman, Foreman



**Owner:**

Manatee County
Contact: Anthony Benitez, Manatee County Project Manager
Phone: (941) 708-7450

- Initial Contract Amount: $11,988,299.33
- Initial Project Duration: 740 Days
- Final Contract Amount: Currently Under Budget
- Final Project Duration: On Schedule, Projected Finish 02/2018



9. **Disclosure of whether Contractor or sub-contractor(s) previously represented or currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port ("Customers") in any capacity, and description of such representation, if applicable:**

    Woodruff & Sons, Inc. is not currently, nor ever has represented Charlotte, DeSoto, Manatee, Sarasota Counties, and the City of North Pot, in any capacity.

10. **Disclosure of any current litigation the Contractor is a) a party to, or b) directly or indirectly involved (e.g., retained for testimony and expertise on behalf of any other entity; subpoenaed; etc.) that is against the Authority or any of the Customers, and a description of such litigation, if applicable:**

    Woodruff & Sons, Inc. is not currently, nor ever has been involved in litigation with any of the Authority's five customers which include: Charlotte, DeSoto, Manatee and Sarasota Counties, and the City of North Pot, in any way.

11. **Summary and disposition of any individual cases of litigation, judgments and/or legal actions, entered against Contractor for breach of contract for work performed for any local, state, federal, public, or private entity, by state or federal court, within the last five (5) years:**

    Woodruff & Sons, Inc. has had no litigation, judgments, and/or legal actions for any breach of contract for work performed for any local, state, federal, public, or private entity, by state or federal court.

12. **Name and contact information for at least three (3) references that are Florida public entities that have utilized services provided by Contractor similar to those required by this Request for Proposals:**

    Following please find attached 3 references for similar related projects.

13. **Required Forms:**

    See attached for required forms:

    - Project Manager and Project Team / Key Personnel Form
    - Signed Sworn Statement under section 287.133(3)(a), Florida Statues, on Public Entity Crimes
    - Reference Form
    - E-verify Affidavit
    - Exhibit A – Fee Schedules

**REFERENCES**

Contractor must provide a minimum of three (3) references that meet the requirements in the Request for Proposal.

Contractor Name: Woodruff & Sons, Inc.

Reference Entity: Manatee County

Reference Contact Person: Anthony Benitez

Reference Address: 1112 Manatee Avenue West Bradenton, FL 34205

Reference Email Address: anthony.benitez@mymanatee.org

Reference Phone No.: 941.708.7450

Project Name: 53rd Ave. West (43rd St. W. to 75th St.W.) and Force Main 27-A (51st St. W. to SWWRF)

Project Location: 53rd Avenue West from 43rd Street West to 75th Street West Bradenton, FL

Contractor Project Manager: Eric Epler

Contract Amount: $12,051,413

Date Project Commenced: 2015

Date of Final Completion: 2018

Description of Work Performed:

Woodruff installed 5,300 LF of 42-inch unrestrained DIP and 1,500 LF of restrained joint DIP force main. There were three 42-inch plug valves installed along with numerous fittings for future tie-in connection points. Also installed bypass pipes and line stops on an existing 20-inch force main at two separate locations so these pipes could be offset out of the way of the new 42-inch DIP force main.

**REFERENCES**

Contractor must provide a minimum of three (3) references that meet the requirements in the Request for Proposal.

Contractor Name: Woodruff & Sons, Inc.

Reference Entity: City of Tampa

Reference Contact Person: Albert Calloway

Reference Address: 306 E. Jackson Street, 4th Floor Tampa, FL 33602

Reference Email Address: albert.calloway@ci.tampa.fl.us

Reference Phone No.: 813.635.3400

Project Name: Drew Park CRA Phase 2, Grady Avenue Right-of-Way Improvements

Project Location: Grady Avenue from Crest Avenue to MLK Blvd. - Tampa, FL

Contractor Project Manager: Eric Epler

Contract Amount: $4,720,000

Date Project Commenced: 2012

Date of Final Completion: 2013

Description of Work Performed:

The Drew Park Grady Avenue Right-of-Way Improvements project was Phase 2 of the City of Tampa's overall storm water improvements within the Drew Park Community. Phase 2 was to reduce the flooding along Grady Avenue between West Crest Avenue on the North and West and Dr. Martin Luther King Jr. Boulevard on the South. Grady Avenue is a busy urban industrial district with active businesses as well as support facilities for the large car dealerships a block away lining North Dale Mabry Highway. In addition to completing the project on time and 3 percent under budget, we worked with numerous local MBE firms, meeting the minority participation requirements of the City of Tampa. Major utility scope of work included 11,250 LF of Ductile Iron Water Main Pipe; 4,525 LF of Gravity Sewer; 4,000 LF of Box Culvert; 5,150 LF of Storm Pipe. Major Transporation scope of work included Roadway Construction; Curb & Gutter; Sidewalk; Signing & Striping; Bike Path and Sod.

**REFERENCES**

Contractor must provide a minimum of three (3) references that meet the requirements in the Request for Proposal.

Contractor Name: Woodruff & Sons, Inc.

Reference Entity: Lakewood Ranch Stewardship District

Reference Contact Person: Roger Aman

Reference Address: 14400 Covenant Way Lakewood Ranch, FL 34202

Reference Email Address: roger.aman@lakewoodranch.com

Reference Phone No.: 941.757.1574

Project Name: Lakewood Ranch Boulevard - Fruitville Road to South Village

Project Location: Lakewood Ranch Blvd. - from Fruitville Rd to South Village Lakewood Ranch, FL

Contractor Project Manager: Matt Anderson

Contract Amount: $15,758,407

Date Project Commenced: 2018

Date of Final Completion: 2020

Description of Work Performed:

Lakewood Ranch Blvd project consists of 1.7 miles of two-lane divided roadway including two roundabouts; additions to the existing box culvert; 2,500 LF of gravity wall; 3,000 LF of 16-inch PVC water main; 660 LF of 18-inch directional drill; 1,090 LF of 12-, 16-, 18-inch PVC force main; demolition of portions of the existing wastewater treatment plant, improvements to the existing Fruitville master lift station, new signalization, striping, signing and pavement markings.

**PROJECT MANAGER AND PROJECT TEAM/KEY PERSONNEL**
**for**
**AS-NEEDED CONSTRUCTION SERVICES**

The Contractor's proposed Project Manager and key project team/key personnel are to be indicated below. Each person must be identified with their job classification, area of expertise, work location, and employer.

| Person's Name | Job Classification | Area of Expertise | Employer | Office Location |
|---|---|---|---|---|
| **Donald Woodruff** | **President** | **Pipe, Road, Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |
| **Bruce Woodruff** | **Vice President** | **Pipe, Road, Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |
| **Matt Anderson, PE** | **Director of Project Ops** | **Pipe, Road, Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |
| **Dennis Holt** | **Chief Estimator** | **Pipe, Road, Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |
| **Chad Wakeman** | **PM / Estimator** | **Pipe, Road, Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |
| **Rick Losiniecki** | **PM / Estimator** | **Pipe, Road, Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |
| **Eric Epler** | **Project Manager** | **Pipe, Road, Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |
| **Scott Russell** | **Project Manager** | **Pipe, Road, Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |
| **Jerry Konieczny** | **Director of Field Ops** | **Pipe, Road, Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |
| **Sonny Noland** | **Foreman** | **Pipeline** | **Woodruff & Sons** | **Bradenton, FL** |
| **Steve Kondor** | **Foreman** | **Pipeline** | **Woodruff & Sons** | **Bradenton, FL** |
| **Bruce Humphrey** | **Foreman** | **Pipeline** | **Woodruff & Sons** | **Bradenton, FL** |
| **Robert Wolfe** | **Foreman** | **Road & Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |
| **Rodney Lyman** | **Foreman** | **Road & Earthwork** | **Woodruff & Sons** | **Bradenton, FL** |

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

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

1. This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY by Donald P. Woodruff, President
(Print individual's name and title)

for Woodruff & Sons, Inc.
(Print name of entity submitting sworn statement)

whose business address is P.O. Box 10127 Bradenton, FL 34282-0127

and (if applicable) its Federal Employer Identification Number (FEIN) is 35-1058916
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

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

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

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

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

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

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

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

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

Donald P. Woodruff 08-16-21
(Signature) Donald P. Woodruff, President (Date)

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of August, 2021 by Donald P. Woodruff as President of Woodruff & Sons, Inc., a Corporation company organized under the laws of the State of Indiana, on behalf of the company, who is personally known to me or has produced Personally Known as identification.

Debra S. Smith
Notary Public
Name (Printed) Debra S. Smith

My commission expires 12-09-24.

(Printed typed or stamped Commissioned name of Notary Public)

Notary Public State of Florida
Debra S. Smith
My Commission HH 055752
Expires 12/09/2024

EXHIBIT B
(Fee Schedule)

# EXHIBIT A
## Labor Fee Schedule

| Item | **Job Classifications:** These job classifications and hourly rates should reflect the Contractor's organizational makeup and will be considered as a part of the selection process regarding price. All current or planned job classifications must be listed in this sheet. Rates are to be fully burdened and shall be inclusive of any associated per diem, incidental and administrative costs. | | | Fully loaded Hourly Labor Rates | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| 1 | Project Manager | | hour | $ 115.00 | $ 120.75 | $ 127.00 | $ 133.50 | $ 140.25 |
| 2 | Superintendent | with Foreman Truck - TK LIGHT | hour | $ 100.00 | $ 105.00 | $ 110.25 | $ 116.00 | $ 122.00 |
| 3 | Foreman | with Foreman Truck - TK LIGHT | hour | $ 80.00 | $ 84.00 | $ 88.25 | $ 92.75 | $ 97.50 |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | Truck Driver | without vehicle | hour | $ 45.00 | $ 47.25 | $ 49.75 | $ 52.25 | $ 55.00 |
| 7 | EQ Operator | without equipment | hour | $ 45.00 | $ 47.25 | $ 49.75 | $ 52.25 | $ 55.00 |
| 8 | Laborer | | hour | $ 40.00 | $ 42.00 | $ 44.25 | $ 46.50 | $ 49.00 |
| 9 | Mechanic/Welder | | hour | $ 40.00 | $ 42.00 | $ 44.25 | $ 46.50 | $ 49.00 |
| 10 | | | | | | | | |
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## EXHIBIT A (continued)
### Equipment Fee Schedule

| Item | **job Classification**: The Contractor is expected to make a diligent effort to list the various types and sizes of equipment typical for routine work in the Contractor's area of specialty. This cost information should reflect the equipment the contractor plans to use if selected and will be considered as a part of the selection process. The absence of any piece of equipment from this list shall not preclude its use, but will require steps to demonstrate competitive pricing has been secured in the best financial interest of the Authority. | | | **Fully Loaded Daily Equipment Rates** Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|---|---|
| 1 | **Backhoe/Excavator** | | | | | | | |
| 2 | Bkh Mini-hoe | IHI 30, CAT 304, CAT 305,YAN V35,V55 | day | $ 560 | $ 585 | $ 610 | $ 640 | $ 670 |
| 3 | Bkh Tractor/Backhoe | JD 310, JD 410,CAT 415,VOLVO70B | day | $ 680 | $ 710 | $ 745 | $ 780 | $ 815 |
| 4 | Bkh Tct/Bkh w/Hopac | CASE 780 | day | $ 1,000 | $ 1,050 | $ 1,100 | $ 1,155 | $ 1,210 |
| 5 | Bkh 15k-25k lb | CAT 308 | day | $ 920 | $ 965 | $ 1,010 | $ 1,060 | $ 1,110 |
| 6 | Bkh 25k-35k lb | JD 135, JD 160, Volvo145 | day | $ 1,160 | $ 1,215 | $ 1,275 | $ 1,335 | $ 1,400 |
| 7 | Bkh Wheeled Excavator | VOLVO170, CAT 315 | day | $ 1,400 | $ 1,470 | $ 1,540 | $ 1,615 | $ 1,695 |
| 8 | Bkh 45k-55k lb | JD 200, JD 225,JD 690 | day | $ 1,360 | $ 1,425 | $ 1,495 | $ 1,565 | $ 1,640 |
| 9 | Bkh 60k-65k lb | CAT 320,JD270,Volvo220,Vlv235,VLV250 | day | $ 1,520 | $ 1,595 | $ 1,670 | $ 1,750 | $ 1,835 |
| 10 | Bkh 75k-80k lb | CAT330, JD330,volvo330,340,350,volv305 | day | $ 1,880 | $ 1,970 | $ 2,065 | $ 2,165 | $ 2,270 |
| 11 | Bkh 95k-110k lb | JD 450, Volvo460,Volvo480, CAT 350 | day | $ 2,360 | $ 2,475 | $ 2,595 | $ 2,720 | $ 2,855 |
| 12 | Bkh 100k-115k lb | JD 550 | day | $ 2,600 | $ 2,730 | $ 2,865 | $ 3,005 | $ 3,155 |
| 13 | Bkh 170k-180k lb | CAT 375, HIT 750 | day | $ 3,400 | $ 3,570 | $ 3,745 | $ 3,930 | $ 4,125 |
| 14 | | | | | | | | |
| 15 | **Accessory Equipment** | *** Backhoe accessories should be added to above Backhoe Rate *** | | | | | | |
| 16 | Sml Bkh Mech Accessory | BKH ACCS(densifier,cruncher) no operator | day | $ 120 | $ 125 | $ 130 | $ 135 | $ 140 |
| 17 | Sml Bkh Rock Breaker | BKH ROCK no operator | day | $ 760 | $ 795 | $ 830 | $ 870 | $ 910 |
| 18 | Sml Bkh Hydr Grapple | BKH GRPL no operator | day | $ 240 | $ 250 | $ 260 | $ 270 | $ 280 |
| 19 | Sml Bkh Ho-pac | BKH HOPK no operator | day | $ 160 | $ 165 | $ 170 | $ 175 | $ 180 |
| 20 | Sml Ldr SkidStr Access | LDR ACCS(skid cutter&planer) no operator | day | $ 80 | $ 80 | $ 80 | $ 80 | $ 80 |
| 21 | | | | | | | | |
| 22 | **Crane** | | | | | | | |
| 23 | Crn Grove Crane | GROVE C | day | $ 1,600 | $ 1,680 | $ 1,760 | $ 1,845 | $ 1,935 |
| 24 | Crn LG Crane | AMER CR | day | $ 1,960 | $ 2,055 | $ 2,155 | $ 2,260 | $ 2,370 |
| 25 | **Dozer** | | | | | | | |
| 26 | Dzr 70 hp | CAT D3, JD 450H | day | $ 920 | $ 965 | $ 1,010 | $ 1,060 | $ 1,110 |
| 27 | Dzr 90 hp | CAT D5, JD 650H | day | $ 1,200 | $ 1,260 | $ 1,320 | $ 1,385 | $ 1,450 |
| 28 | Dzr 150 hp | JD 764 | day | $ 1,240 | $ 1,300 | $ 1,365 | $ 1,430 | $ 1,500 |
| 29 | Dzr 175 hp | CAT D6, JD 850C | day | $ 1,560 | $ 1,635 | $ 1,715 | $ 1,800 | $ 1,890 |
| 30 | Dzr Wheel Dozer | CAT 824 | day | $ 2,200 | $ 2,310 | $ 2,425 | $ 2,545 | $ 2,670 |
| 31 | | | | | | | | |
| 32 | **Scraper** | | | | | | | |
| 33 | Scr 10-13 cy | CAT 613 | day | $ 1,920 | $ 2,015 | $ 2,115 | $ 2,220 | $ 2,330 |
| 34 | Scr 14-17 cy | CAT 615 | day | $ 2,640 | $ 2,770 | $ 2,905 | $ 3,050 | $ 3,200 |
| 35 | | | | | | | | |
| 36 | **Loader** | | | | | | | |
| 37 | Ldr skid | BOBCA T, SKID STR, CAT 268, CAT 287 | day | $ 760 | $ 795 | $ 830 | $ 870 | $ 910 |
| 38 | Ldr 3-4 cy | CAT 938, JD 624, VOLVO 90 | day | $ 1,080 | $ 1,130 | $ 1,185 | $ 1,240 | $ 1,300 |
| 39 | Ldr 4-5 cy | CAT 950F, VOLVO 110 | day | $ 1,160 | $ 1,215 | $ 1,275 | $ 1,335 | $ 1,400 |
| 40 | Ldr 5 cy | VOLVO120 | day | $ 1,240 | $ 1,300 | $ 1,365 | $ 1,430 | $ 1,500 |
| 41 | Ldr 6-7 cy | CAT 980F | day | $ 1,360 | $ 1,425 | $ 1,495 | $ 1,565 | $ 1,640 |
| 42 | Ldr 7-8 cy | CAT 980H, VOLVO220 | day | $ 1,840 | $ 1,930 | $ 2,025 | $ 2,125 | $ 2,230 |
| 43 | | | | | | | | |
| 44 | **Roller/Compactor** | | | | | | | |
| 45 | Rlr Traffic/Wheel | BOM 12R, HYST 530 | day | $ 800 | $ 840 | $ 880 | $ 920 | $ 965 |
| 46 | Rlr Traffic/Wheel 225hp | HAMM 15 | day | $ 1,040 | $ 1,090 | $ 1,140 | $ 1,195 | $ 1,250 |
| 47 | Rlr Static Impactor | STAT ROL (impactor & concrete breaker) | day | $ 1,000 | $ 1,050 | $ 1,100 | $ 1,155 | $ 1,210 |
| 48 | Rlr Vib 48" | BOM 120, CAT CB14B, ING 30 | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 49 | Rlr Vib 66" | BOM 177 | day | $ 880 | $ 920 | $ 965 | $ 1,010 | $ 1,060 |
| 50 | Rlr Vib 84" | BOM 213, ING 100,HAMM 120,CAT SC54 | day | $ 1,080 | $ 1,130 | $ 1,185 | $ 1,240 | $ 1,300 |
| 51 | ICE 216 | I.C.E. 216 Hammer no operator | day | $ 740 | $ 775 | $ 810 | $ 850 | $ 890 |
| 52 | | | | | | | | |
| 53 | **Grader** | | | | | | | |
| 54 | Grd < 50 hp | LAYMO R, LEE 635 | day | $ 680 | $ 710 | $ 745 | $ 780 | $ 815 |
| 55 | Grd 130-150 hp | JD 670, JD 672 | day | $ 1,320 | $ 1,385 | $ 1,450 | $ 1,520 | $ 1,595 |
| 56 | Grd AWD 170 hp | JD 772 | day | $ 1,520 | $ 1,595 | $ 1,670 | $ 1,750 | $ 1,835 |
| 57 | | | | | | | | |
| 58 | **Tractor** | | | | | | | |
| 59 | Tct Grade | CASE 480, GRAD E | day | $ 520 | $ 545 | $ 570 | $ 595 | $ 620 |
| 60 | Tct Broom | BROO M | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 61 | Tct Landscape | JD 210 | day | $ 640 | $ 670 | $ 700 | $ 735 | $ 770 |
| 62 | Tct AWD Farm >200hp | JD 8650, JD 8870 | day | $ 1,160 | $ 1,215 | $ 1,275 | $ 1,335 | $ 1,400 |
| 63 | | | | | | | | |
| 64 | **Other Major Equipment** | | | | | | | |
| 65 | Spl Mixer | BMG 100, RAYG O | day | $ 1,280 | $ 1,340 | $ 1,405 | $ 1,475 | $ 1,545 |
| 66 | Spl Mixer/Grinder | BMG100AG (asphalt/concrete grinder) | day | $ 2,280 | $ 2,390 | $ 2,505 | $ 2,630 | $ 2,760 |
| 67 | Spl Reed/Kees Screen | REED SC, KEESTRCK no operator | day | $ 920 | $ 965 | $ 1,010 | $ 1,060 | $ 1,110 |
| 68 | Spl Road Planer | RDPLANER, ROADTEC | day | $ 5,240 | $ 5,500 | $ 5,775 | $ 6,060 | $ 6,360 |

## EXHIBIT A (continued)
### Equipment Fee Schedule

| Item | **job Classification**: The Contractor is expected to make a diligent effort to list the various types and sizes of equipment typical for routine work in the Contractor's area of specialty. This cost information should reflect the equipment the contractor plans to use if selected and will be considered as a part of the selection process. The absence of any piece of equipment from this list shall not preclude its use, but will require steps to demonstrate competitive pricing has been secured in the best financial interest of the Authority. | | | | Fully Loaded Daily Equipment Rates | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| 69 | Spl Milling Machine | ROTOMILL CMI | | day | $ 5,520 | $ 5,795 | $ 6,080 | $ 6,380 | $ 6,695 |
| 70 | Spl Soil Cement Plant | SC PLANT | | day | $ 1,400 | $ 1,470 | $ 1,540 | $ 1,615 | $ 1,695 |
| 71 | Spl Tub Grinder | TUBGRIND, DZ GRIND | | day | $ 2,440 | $ 2,560 | $ 2,685 | $ 2,815 | $ 2,955 |
| 72 | Spl Air Burner | AIR BURN | no operator | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 73 | | | | | | | | | |
| 74 | **Boring/Drilling Equipment** | | | | | | | | |
| 75 | Spl 36" Bore | BORE 36 | | day | $ 720 | $ 755 | $ 790 | $ 825 | $ 865 |
| 76 | Spl 48" Bore | BORE 48 | | day | $ 840 | $ 880 | $ 920 | $ 965 | $ 1,010 |
| 77 | Spl 60" Bore | BORE 60 | | day | $ 1,040 | $ 1,090 | $ 1,140 | $ 1,195 | $ 1,250 |
| 78 | Spl Directional Drill | DIR DRLL, DIR MUD | | day | $ 1,720 | $ 1,805 | $ 1,895 | $ 1,985 | $ 2,080 |
| 79 | Spl Drill Vacuum System | DIR VAC | | day | $ 640 | $ 670 | $ 700 | $ 735 | $ 770 |
| 80 | Spl Fusion Pipe Machine | DIR FUSI | | day | $ 280 | $ 290 | $ 300 | $ 315 | $ 330 |
| 81 | | | | | | | | | |
| 82 | **Compressor** | | | | | | | | |
| 83 | Air 150-185 Compressor | COMP 185 | no operator | day | $ 160 | $ 165 | $ 170 | $ 175 | $ 180 |
| 84 | | | | | | | | | |
| 85 | **Other small equipment** | | | | | | | | |
| 86 | Sml Saw | TRGT SAW | | day | $ 320 | $ 335 | $ 350 | $ 365 | $ 380 |
| 87 | Sml Walkbhd Saw | TRGT SAW | | day | $ 560 | $ 585 | $ 610 | $ 640 | $ 670 |
| 88 | Sml Wac Rammer | WAC RAMM | w/ laborer | day | $ 280 | $ 290 | $ 300 | $ 315 | $ 330 |
| 89 | Sml Wac Plate | WAC PLAT | w/ laborer | day | $ 440 | $ 460 | $ 480 | $ 500 | $ 525 |
| 90 | Sml Arrow Hammer | ARRW HAM | | day | $ 280 | $ 290 | $ 300 | $ 315 | $ 330 |
| 91 | Sml Trench Box | TRNCHBOX | | day | $ 40 | $ 40 | $ 40 | $ 40 | $ 40 |
| 92 | Sml Arrow Board | ARRW BRD | | day | $ 80 | $ 80 | $ 80 | $ 80 | $ 80 |
| 93 | Sml Sweeper | SWEEPE R | | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 94 | Sml Power Boat | BOAT PWR | | day | $ 440 | $ 460 | $ 480 | $ 500 | $ 525 |
| 95 | Gen Generator | GEN CAT, GENERATO | no operator | day | $ 160 | $ 165 | $ 170 | $ 175 | $ 180 |
| 96 | Wld Portable Welder | WELDER E | | day | $ 360 | $ 375 | $ 390 | $ 405 | $ 425 |
| 97 | | | | | | | | | |
| 98 | **Trencher** | | | | | | | | |
| 99 | Trn Sm Wheel Vermeer Trench | VER TREN | | day | $ 520 | $ 545 | $ 570 | $ 595 | $ 620 |
| 100 | Trn Lg Wheel DW Trencher | DW TRENC | | day | $ 1,160 | $ 1,215 | $ 1,275 | $ 1,335 | $ 1,400 |
| 101 | Trn Chain Trencher | INTERDRN | | day | $ 4,120 | $ 4,325 | $ 4,540 | $ 4,765 | $ 5,000 |
| 102 | | | | | | | | | |
| 103 | **Dewatering Equipment** | | | | | | | | |
| 104 | Dwt Sm Gas Pump | PMP GAS | no operator | day | $ 120 | $ 125 | $ 130 | $ 135 | $ 140 |
| 105 | Dwt Day Wellpoint 8" Pump | w/ 24hrs of Op Costs | no operator | day | $ 615 | $ 645 | $ 675 | $ 705 | $ 740 |
| 106 | Dwt Wellpoint 12" Pump | PMP WP12 | no operator | day | $ 725 | $ 760 | $ 795 | $ 830 | $ 870 |
| 107 | Dwt Hyd 4" Pump | PMP HY04 | no operator | day | $ 225 | $ 235 | $ 245 | $ 255 | $ 265 |
| 108 | Dwt Hyd 6" Pump | PMP HY06 | no operator | day | $ 450 | $ 470 | $ 490 | $ 510 | $ 535 |
| 109 | Dwt Hyd 12" Pump | PMP HY12 | no operator | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 110 | | | | | | | | | |
| 111 | | | | | | | | | |
| 112 | | | | | | | | | |
| 113 | **Light duty trucks** | | | | | | | | |
| 114 | Trs Crew Truck | TK LIGHT | | day | $ 400 | $ 420 | $ 440 | $ 460 | $ 480 |
| 115 | Trs Tool/Utility Truck | TK LIGTT | | day | $ 520 | $ 545 | $ 570 | $ 595 | $ 620 |
| 116 | Trk Single Axle Flatbed | TK 1AXLE | | day | $ 560 | $ 585 | $ 610 | $ 640 | $ 670 |
| 117 | Trk Tandem Axle | TK 2AXLE | | day | $ 680 | $ 710 | $ 745 | $ 780 | $ 815 |
| 118 | | | | | | $ - | $ - | $ - | $ - |
| 119 | **Heavy duty trucks** | | | | | | | | |
| 120 | Trk Tandem Axle Dump | TK 2DUMP | | day | $ 960 | $ 1,005 | $ 1,055 | $ 1,105 | $ 1,160 |
| 121 | Trk Tri-Axle Truck | TK 3DUMP | | day | $ 1,040 | $ 1,090 | $ 1,140 | $ 1,195 | $ 1,250 |
| 122 | Trk Artic Haul >40ton | TK ARTI4 | | day | $ 2,120 | $ 2,225 | $ 2,335 | $ 2,450 | $ 2,570 |
| 123 | Trk Artic Haul Truck | TK ARTIC | | day | $ 1,520 | $ 1,595 | $ 1,670 | $ 1,750 | $ 1,835 |
| 124 | Trk Crawler Dump Truck | TK CRDMP | | day | $ 840 | $ 880 | $ 920 | $ 965 | $ 1,010 |
| 125 | Trk Roll-Off | TK RLOFF | | day | $ 1,040 | $ 1,090 | $ 1,140 | $ 1,195 | $ 1,250 |
| 126 | Trk Water Off-Road | TK WATE0 | | day | $ 1,080 | $ 1,130 | $ 1,185 | $ 1,240 | $ 1,300 |
| 127 | Trk Water <3,500 gal | TK WATE1 | | day | $ 560 | $ 585 | $ 610 | $ 640 | $ 670 |
| 128 | Trk Water >3,500 gal | TK WATE3 | | day | $ 840 | $ 880 | $ 920 | $ 965 | $ 1,010 |
| 129 | | | | | | | | | |
| 130 | Trk Semi Dump & Tractor | Semi Dump Truck | | day | $ 760 | $ 795 | $ 830 | $ 870 | $ 910 |
| 131 | Trk Lowboy & Tractor | TKTRL LB, TK SEMI | | day | $ 1,350 | $ 1,415 | $ 1,485 | $ 1,555 | $ 1,630 |
| 132 | Trk Beam & Tractor | 8 axle | | day | $ 1,700 | $ 1,785 | $ 1,870 | $ 1,960 | $ 2,055 |
| 133 | | | | | | | | | |
| 134 | **Specialty trucks** | | | | | | | | |
| 135 | Blaster/Cleaner/Bean Truck | TK BLAST | | day | $ 400 | $ 420 | $ 440 | $ 460 | $ 480 |
| 136 | Breaker Truck | TK BREAK | | day | $ 2,040 | $ 2,140 | $ 2,245 | $ 2,355 | $ 2,470 |

## EXHIBIT A (continued)
### Equipment Fee Schedule

| Item | **job Classification**: The Contractor is expected to make a diligent effort to list the various types and sizes of equipment typical for routine work in the Contractor's area of specialty. This cost information should reflect the equipment the contractor plans to use if selected and will be considered as a part of the selection process. The absence of any piece of equipment from this list shall not preclude its use, but will require steps to demonstrate competitive pricing has been secured in the best financial interest of the Authority. | | | **Fully Loaded Daily Equipment Rates** | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| 137 | Tanker Compressor Truck | TK COMPR | day | $ 240 | $ 250 | $ 260 | $ 270 | $ 280 |
| 138 | Crane/Boom Truck | TK CRANE | day | $ 800 | $ 840 | $ 880 | $ 920 | $ 965 |
| 139 | Mobile Drill Truck | TK DRILL | day | $ 1,280 | $ 1,340 | $ 1,405 | $ 1,475 | $ 1,545 |
| 140 | Generator Truck | TK GENER | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 141 | Trk Mobile Concrete | TK MCONC | day | $ 960 | $ 1,005 | $ 1,055 | $ 1,105 | $ 1,160 |
| 142 | Vac-con Truck | TK VACCO w/2 drivers | day | $ 2,000 | $ 2,100 | $ 2,205 | $ 2,315 | $ 2,430 |
| 143 | | | | | | | | | |
| 144 | **Trailers** | | | | | | | | |
| 145 | Trl Dump Trailer | TR DUMP no operator | day | $ 160 | $ 165 | $ 170 | $ 175 | $ 180 |
| 146 | Trl Cement Tanker | TR CEMNT no operator | day | $ 200 | $ 210 | $ 220 | $ 230 | $ 240 |
| 147 | Trl Lowboy Trailer | TR LOWBY no operator | day | $ 320 | $ 335 | $ 350 | $ 365 | $ 380 |
| 148 | Trl Office Trailer | TR OFFIC no operator | day | $ 40 | $ 40 | $ 40 | $ 40 | $ 40 |
| 149 | Trl Utility Trailer | TR UTILI no operator | day | $ 40 | $ 40 | $ 40 | $ 40 | $ 40 |
| 150 | | | | | | | | | |
| 151 | | | | | | | | | |
| 152 | | | | | | | | | |
| 153 | | | | | | | | | |
| 154 | | | | | | | | | |

EXHIBIT C
(Authority Resolution 2018-01 'Resolution Establishing Per Diem and Travel Expenses')

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**Resolution 2018-01**

**RESOLUTION ESTABLISHING PER DIEM AND TRAVEL EXPENSES**

**WHEREAS**, the Peace River Manasota Regional Water Supply Authority (Authority), was created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes; and

**WHEREAS**, Section 112.061, Florida Statutes, establishes per diem and travel expenses of public officers, employees, and authorized persons; and

**WHEREAS**, the Authority meets the definition of a "public agency" under Section 112.061, Florida Statutes; and

**WHEREAS**, Section 112.061(14)(a)4., Florida Statutes, allows special districts to establish rates by the enactment of a resolution that may vary from the per diem rate or mileage rate provided in the statute; and

**WHEREAS**, the Authority approved Resolution 2005-09 establishing per diem and travel expenses on November 2, 2005; and

**WHEREAS**, the Authority finds that the meal allowance and mileage reimbursable rates established in 2005 are now inadequate for the purpose for which they were intended and should, therefore, be revised; and

**WHEREAS**, the meal allowance rates for federal employees, as annually published by the U.S. Government Services Administration (GSA), and the Internal Revenue Service (IRS) mileage reimbursement rate for use of a privately-owned vehicle are hereby deemed reasonable and adequate as such rates are current and take into account regional cost differences.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, THAT:**

Section 1. The above recitals are true and correct, and are fully incorporated herein.

Section 2. Resolution 2005-09 is repealed and rescinded.

Section 3. The meal allowance rates shall be the rates established by the GSA based on the location of the work activity, as updated annually on October 1.

Section 4. The mileage reimbursement rate shall be the "standard mileage rate for business use of a vehicle" established by the IRS, as updated annually on January 1, or as otherwise adjusted from time to time by the IRS.

Section 5. The revised meal allowance and mileage reimbursement rates shall immediately take effect and shall adjust in accordance with this Resolution without further action of the Board of Directors.

Section 6. All other paragraphs of Section 112.061, Florida Statutes, shall remain in effect regarding per diem and travel expenses of public officers, employees, and authorized persons of the Authority.

Duly passed on this Second day of February 2018 by the Board of Directors of the Peace River Manasota Regional Water Supply Authority in Arcadia, Florida.

Attest:

Patrick J. Lehman
Executive Director

Peace River Manasota Regional
Water Supply Authority

Commissioner
Chairman

Approved as to Form:

Douglas Manson
General Counsel for Peace River Manasota
Regional Water Supply Authority

BOARD APPROVED

FEB - 2 2018

Peace River Manasota
Regional Water Supply Authority

EXHIBIT D
(Certificate of Insurance)

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
3/31/2022

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

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

PRODUCER License # 0E67768
Insurance Office of America
915 West Cypress Street
Tampa, FL 33607

CONTACT NAME: Stephen Girdler
PHONE (A/C, No, Ext): (813) 262-2451 22504
FAX (A/C, No): (813) 637-848
E-MAIL ADDRESS: Stephen.Girdler@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC |
|---|---|
| INSURER A : Continental Insurance Company | 35289 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Woodruff & Sons, Inc.
P O Box 10127
Bradenton, FL 34282

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| ISR TR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,00 |
| | CLAIMS-MADE X OCCUR | X | X | 7012268535 | 4/1/2022 | 4/1/2023 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 10 |
| | | | | | | | MED EXP (Any one person) | $ 1 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,00 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,00 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,00 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,00 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | X | X | 7012268549 | 4/1/2022 | 4/1/2023 | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 5,00 |
| | EXCESS LIAB CLAIMS-MADE | X | X | 7012268566 | 4/1/2022 | 4/1/2023 | AGGREGATE | $ 5,00 |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Water Treatment Process and Pipeline Construction/Repair/Replacement Construction Contracting Services and Sitework/Earthwork Construction Contracting Services

Peace River Manasota Regional Water Supply Authority its directors, officers, employees, and agents are Additional Insureds in regards to the General Liability, Auto Liability, and Excess Liability , per written contract. GL evidenced herein is Primary and Non Contributory to other insurance available to a Additional Insured, but only in accordance with the policy provisions. Umbrella policy follows form and will cover both. Should any of the above describe policies be cancelled before the expiration date thereof, the policy provisions will govern, however, notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy. All policies waive the right to recovery or subrogation against Peace River Manasota Regional ATTACHED ACORD 101

CERTIFICATE HOLDER

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

CANCELLATION

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

AUTHORIZED REPRESENTATIVE


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LOC #: 1

# ADDITIONAL REMARKS SCHEDULE



| | | |
|---|---|---|
| AGENCY<br>Insurance Office of America | License # 0E67768 | NAMED INSURED<br>Woodruff & Sons, Inc.<br>P O Box 10127<br>Bradenton, FL 34282 |
| POLICY NUMBER<br>SEE PAGE 1 | | |
| CARRIER<br>SEE PAGE 1 | NAIC CODE<br>SEE P 1 | EFFECTIVE DATE: SEE PAGE 1 |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Water Supply Authority, its directors, officers, employees, and agents and any other contractually required entities. The umbrella policy is following form and is excess over the Employers Liability coverage. 30 day notice of cancellation except for 10 day notic or non payment of premium per policy provisions.


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EXHIBIT E
(Contract Holder E-Verify Registration Proof and Affidavit

## Contract Holder E-Verify Registration and Affidavit

As provided in Section 33 of the Agreement, pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, (https://e-verify.uscis.gov/emp) to verify the work authorization status of all Contractor employees hired on and after January 1, 2021. Additionally, Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Contractor must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering the Agreement

## Affidavit

I hereby certify that Woodruff & Sons, Inc. (Contract holder) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or ager January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of Woodruff & Sons, Inc. (Contract holder) proof of registration in the E-Verify system is attached to this Affidavit.

Donald P. Woodruff 08-16-21

Signature Date

Donald P. Woodruff, President

Print Name

STATE OF Florida
COUNTY OF Manatee
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 08-16-21 (date) by Donald P. Woodruff, President (name of officer or agent, title of officer or agent) of Woodruff & Sons, Inc. (name of contractor company acknowledging), an Indiana (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Personally Known (type of identification) as identification.

Notary Public State of Florida
Debra S. Smith
My Commission HH 055752
Expires 12/09/2024

Debra S. Smith

Notary Public

Debra S. Smith

Name typed, printed or stamped

My Commission Expires: 12-09-24

**Department of Homeland Security**
**E-Verify**

**Report Prepared:** 04/27/2022
**Page:** 1 of 1

# User Report

**COMPANY ID NUMBER:** 171794 **PILOT:** WEB-BP
**CITY:** **STATE:** **USER ROLE:**
**COMPANY NAME:**

**Company Name:** Woodruff & Sons, Inc-BR **Company ID Number:** 171794 **Pilot:** WEB-BP
**City:** Bradenton **State:** FL

| User Name | User Role | Phone w/ Ext | FAX | Last Date Used System |
|---|---|---|---|---|
| Karin Ross | General User | 941-756-1871 | 941-755-1379 | 04/27/2022 |

**Sub-Total Users:** 1

**Total Users:** 1

# EXHIBIT A
## Labor Fee Schedule

| Item | **Job Classifications:** These job classifications and hourly rates should reflect the Contractor's organizational makeup and will be considered as a part of the selection process regarding price. All current or planned job classifications must be listed in this sheet. Rates are to be fully burdened and shall be inclusive of any associated per diem, incidental and administrative costs. | | | Fully loaded Hourly Labor Rates | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| 1 | Project Manager | | hour | $ 115.00 | $ 120.75 | $ 127.00 | $ 133.50 | $ 140.25 |
| 2 | Superintendent | with Foreman Truck - TK LIGHT | hour | $ 100.00 | $ 105.00 | $ 110.25 | $ 116.00 | $ 122.00 |
| 3 | Foreman | with Foreman Truck - TK LIGHT | hour | $ 80.00 | $ 84.00 | $ 88.25 | $ 92.75 | $ 97.50 |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | Truck Driver | without vehicle | hour | $ 45.00 | $ 47.25 | $ 49.75 | $ 52.25 | $ 55.00 |
| 7 | EQ Operator | without equipment | hour | $ 45.00 | $ 47.25 | $ 49.75 | $ 52.25 | $ 55.00 |
| 8 | Laborer | | hour | $ 40.00 | $ 42.00 | $ 44.25 | $ 46.50 | $ 49.00 |
| 9 | Mechanic/Welder | | hour | $ 40.00 | $ 42.00 | $ 44.25 | $ 46.50 | $ 49.00 |
| 10 | | | | | | | | |
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## EXHIBIT A (continued)
### Equipment Fee Schedule

| Item | **job Classification**: The Contractor is expected to make a diligent effort to list the various types and sizes of equipment typical for routine work in the Contractor's area of specialty. This cost information should reflect the equipment the contractor plans to use if selected and will be considered as a part of the selection process. The absence of any piece of equipment from this list shall not preclude its use, but will require steps to demonstrate competitive pricing has been secured in the best financial interest of the Authority. | | | Fully Loaded Daily Equipment Rates Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|---|---|
| 1 | **Backhoe/Excavator** | | | | | | | |
| 2 | Bkh Mini-hoe | IHI 30, CAT 304, CAT 305,YAN V35,V55 | day | $ 560 | $ 585 | $ 610 | $ 640 | $ 670 |
| 3 | Bkh Tractor/Backhoe | JD 310, JD 410,CAT 415,VOLVO70B | day | $ 680 | $ 710 | $ 745 | $ 780 | $ 815 |
| 4 | Bkh Tct/Bkh w/Hopac | CASE 780 | day | $ 1,000 | $ 1,050 | $ 1,100 | $ 1,155 | $ 1,210 |
| 5 | Bkh 15k-25k lb | CAT 308 | day | $ 920 | $ 965 | $ 1,010 | $ 1,060 | $ 1,110 |
| 6 | Bkh 25k-35k lb | JD 135, JD 160, Volvo145 | day | $ 1,160 | $ 1,215 | $ 1,275 | $ 1,335 | $ 1,400 |
| 7 | Bkh Wheeled Excavator | VOLVO170, CAT 315 | day | $ 1,400 | $ 1,470 | $ 1,540 | $ 1,615 | $ 1,695 |
| 8 | Bkh 45k-55k lb | JD 200, JD 225,JD 690 | day | $ 1,360 | $ 1,425 | $ 1,495 | $ 1,565 | $ 1,640 |
| 9 | Bkh 60k-65k lb | CAT 320,JD270,Volvo220,Vlv235,VLV250 | day | $ 1,520 | $ 1,595 | $ 1,670 | $ 1,750 | $ 1,835 |
| 10 | Bkh 75k-80k lb | CAT330, JD330,volvo330,340,350,volv305 | day | $ 1,880 | $ 1,970 | $ 2,065 | $ 2,165 | $ 2,270 |
| 11 | Bkh 95k-110k lb | JD 450, Volvo460,Volvo480, CAT 350 | day | $ 2,360 | $ 2,475 | $ 2,595 | $ 2,720 | $ 2,855 |
| 12 | Bkh 100k-115k lb | JD 550 | day | $ 2,600 | $ 2,730 | $ 2,865 | $ 3,005 | $ 3,155 |
| 13 | Bkh 170k-180k lb | CAT 375, HIT 750 | day | $ 3,400 | $ 3,570 | $ 3,745 | $ 3,930 | $ 4,125 |
| 14 | | | | | | | | |
| 15 | **Accessory Equipment** | *** Backhoe accessories should be added to above Backhoe Rate *** | | | | | | |
| 16 | Sml Bkh Mech Accessory | BKH ACCS(densifier,cruncher) no operator | day | $ 120 | $ 125 | $ 130 | $ 135 | $ 140 |
| 17 | Sml Bkh Rock Breaker | BKH ROCK no operator | day | $ 760 | $ 795 | $ 830 | $ 870 | $ 910 |
| 18 | Sml Bkh Hydr Grapple | BKH GRPL no operator | day | $ 240 | $ 250 | $ 260 | $ 270 | $ 280 |
| 19 | Sml Bkh Ho-pac | BKH HOPK no operator | day | $ 160 | $ 165 | $ 170 | $ 175 | $ 180 |
| 20 | Sml Ldr SkidStr Access | LDR ACCS(skid cutter&planer) no operator | day | $ 80 | $ 80 | $ 80 | $ 80 | $ 80 |
| 21 | | | | | | | | |
| 22 | **Crane** | | | | | | | |
| 23 | Crn Grove Crane | GROVE C | day | $ 1,600 | $ 1,680 | $ 1,760 | $ 1,845 | $ 1,935 |
| 24 | Crn LG Crane | AMER CR | day | $ 1,960 | $ 2,055 | $ 2,155 | $ 2,260 | $ 2,370 |
| 25 | **Dozer** | | | | | | | |
| 26 | Dzr 70 hp | CAT D3, JD 450H | day | $ 920 | $ 965 | $ 1,010 | $ 1,060 | $ 1,110 |
| 27 | Dzr 90 hp | CAT D5, JD 650H | day | $ 1,200 | $ 1,260 | $ 1,320 | $ 1,385 | $ 1,450 |
| 28 | Dzr 150 hp | JD 764 | day | $ 1,240 | $ 1,300 | $ 1,365 | $ 1,430 | $ 1,500 |
| 29 | Dzr 175 hp | CAT D6, JD 850C | day | $ 1,560 | $ 1,635 | $ 1,715 | $ 1,800 | $ 1,890 |
| 30 | Dzr Wheel Dozer | CAT 824 | day | $ 2,200 | $ 2,310 | $ 2,425 | $ 2,545 | $ 2,670 |
| 31 | | | | | | | | |
| 32 | **Scraper** | | | | | | | |
| 33 | Scr 10-13 cy | CAT 613 | day | $ 1,920 | $ 2,015 | $ 2,115 | $ 2,220 | $ 2,330 |
| 34 | Scr 14-17 cy | CAT 615 | day | $ 2,640 | $ 2,770 | $ 2,905 | $ 3,050 | $ 3,200 |
| 35 | | | | | | | | |
| 36 | **Loader** | | | | | | | |
| 37 | Ldr skid | BOBCA T, SKID STR, CAT 268, CAT 287 | day | $ 760 | $ 795 | $ 830 | $ 870 | $ 910 |
| 38 | Ldr 3-4 cy | CAT 938, JD 624, VOLVO 90 | day | $ 1,080 | $ 1,130 | $ 1,185 | $ 1,240 | $ 1,300 |
| 39 | Ldr 4-5 cy | CAT 950F, VOLVO 110 | day | $ 1,160 | $ 1,215 | $ 1,275 | $ 1,335 | $ 1,400 |
| 40 | Ldr 5 cy | VOLVO120 | day | $ 1,240 | $ 1,300 | $ 1,365 | $ 1,430 | $ 1,500 |
| 41 | Ldr 6-7 cy | CAT 980F | day | $ 1,360 | $ 1,425 | $ 1,495 | $ 1,565 | $ 1,640 |
| 42 | Ldr 7-8 cy | CAT 980H, VOLVO220 | day | $ 1,840 | $ 1,930 | $ 2,025 | $ 2,125 | $ 2,230 |
| 43 | | | | | | | | |
| 44 | **Roller/Compactor** | | | | | | | |
| 45 | Rlr Traffic/Wheel | BOM 12R, HYST 530 | day | $ 800 | $ 840 | $ 880 | $ 920 | $ 965 |
| 46 | Rlr Traffic/Wheel 225hp | HAMM 15 | day | $ 1,040 | $ 1,090 | $ 1,140 | $ 1,195 | $ 1,250 |
| 47 | Rlr Static Impactor | STAT ROL (impactor & concrete breaker) | day | $ 1,000 | $ 1,050 | $ 1,100 | $ 1,155 | $ 1,210 |
| 48 | Rlr Vib 48" | BOM 120, CAT CB14B, ING 30 | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 49 | Rlr Vib 66" | BOM 177 | day | $ 880 | $ 920 | $ 965 | $ 1,010 | $ 1,060 |
| 50 | Rlr Vib 84" | BOM 213, ING 100,HAMM 120,CAT SC54 | day | $ 1,080 | $ 1,130 | $ 1,185 | $ 1,240 | $ 1,300 |
| 51 | ICE 216 | I.C.E. 216 Hammer no operator | day | $ 740 | $ 775 | $ 810 | $ 850 | $ 890 |
| 52 | | | | | | | | |
| 53 | **Grader** | | | | | | | |
| 54 | Grd < 50 hp | LAYMO R, LEE 635 | day | $ 680 | $ 710 | $ 745 | $ 780 | $ 815 |
| 55 | Grd 130-150 hp | JD 670, JD 672 | day | $ 1,320 | $ 1,385 | $ 1,450 | $ 1,520 | $ 1,595 |
| 56 | Grd AWD 170 hp | JD 772 | day | $ 1,520 | $ 1,595 | $ 1,670 | $ 1,750 | $ 1,835 |
| 57 | | | | | | | | |
| 58 | **Tractor** | | | | | | | |
| 59 | Tct Grade | CASE 480, GRAD E | day | $ 520 | $ 545 | $ 570 | $ 595 | $ 620 |
| 60 | Tct Broom | BROO M | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 61 | Tct Landscape | JD 210 | day | $ 640 | $ 670 | $ 700 | $ 735 | $ 770 |
| 62 | Tct AWD Farm >200hp | JD 8650, JD 8870 | day | $ 1,160 | $ 1,215 | $ 1,275 | $ 1,335 | $ 1,400 |
| 63 | | | | | | | | |
| 64 | **Other Major Equipment** | | | | | | | |
| 65 | Spl Mixer | BMG 100, RAYG O | day | $ 1,280 | $ 1,340 | $ 1,405 | $ 1,475 | $ 1,545 |
| 66 | Spl Mixer/Grinder | BMG100AG (asphalt/concrete grinder) | day | $ 2,280 | $ 2,390 | $ 2,505 | $ 2,630 | $ 2,760 |
| 67 | Spl Reed/Kees Screen | REED SC, KEESTRCK no operator | day | $ 920 | $ 965 | $ 1,010 | $ 1,060 | $ 1,110 |
| 68 | Spl Road Planer | RDPLANER, ROADTEC | day | $ 5,240 | $ 5,500 | $ 5,775 | $ 6,060 | $ 6,360 |

## EXHIBIT A (continued)
### Equipment Fee Schedule

| Item | **job Classification**: The Contractor is expected to make a diligent effort to list the various types and sizes of equipment typical for routine work in the Contractor's area of specialty. This cost information should reflect the equipment the contractor plans to use if selected and will be considered as a part of the selection process. The absence of any piece of equipment from this list shall not preclude its use, but will require steps to demonstrate competitive pricing has been secured in the best financial interest of the Authority. | | | | Fully Loaded Daily Equipment Rates | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| 69 | Spl Milling Machine | ROTOMILL CMI | | day | $ 5,520 | $ 5,795 | $ 6,080 | $ 6,380 | $ 6,695 |
| 70 | Spl Soil Cement Plant | SC PLANT | | day | $ 1,400 | $ 1,470 | $ 1,540 | $ 1,615 | $ 1,695 |
| 71 | Spl Tub Grinder | TUBGRIND, DZ GRIND | | day | $ 2,440 | $ 2,560 | $ 2,685 | $ 2,815 | $ 2,955 |
| 72 | Spl Air Burner | AIR BURN | no operator | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 73 | | | | | | | | | |
| 74 | **Boring/Drilling Equipment** | | | | | | | | |
| 75 | Spl 36" Bore | BORE 36 | | day | $ 720 | $ 755 | $ 790 | $ 825 | $ 865 |
| 76 | Spl 48" Bore | BORE 48 | | day | $ 840 | $ 880 | $ 920 | $ 965 | $ 1,010 |
| 77 | Spl 60" Bore | BORE 60 | | day | $ 1,040 | $ 1,090 | $ 1,140 | $ 1,195 | $ 1,250 |
| 78 | Spl Directional Drill | DIR DRLL, DIR MUD | | day | $ 1,720 | $ 1,805 | $ 1,895 | $ 1,985 | $ 2,080 |
| 79 | Spl Drill Vacuum System | DIR VAC | | day | $ 640 | $ 670 | $ 700 | $ 735 | $ 770 |
| 80 | Spl Fusion Pipe Machine | DIR FUSI | | day | $ 280 | $ 290 | $ 300 | $ 315 | $ 330 |
| 81 | | | | | | | | | |
| 82 | **Compressor** | | | | | | | | |
| 83 | Air 150-185 Compressor | COMP 185 | no operator | day | $ 160 | $ 165 | $ 170 | $ 175 | $ 180 |
| 84 | | | | | | | | | |
| 85 | **Other small equipment** | | | | | | | | |
| 86 | Sml Saw | TRGT SAW | | day | $ 320 | $ 335 | $ 350 | $ 365 | $ 380 |
| 87 | Sml Walkbhd Saw | TRGT SAW | | day | $ 560 | $ 585 | $ 610 | $ 640 | $ 670 |
| 88 | Sml Wac Rammer | WAC RAMM | w/ laborer | day | $ 280 | $ 290 | $ 300 | $ 315 | $ 330 |
| 89 | Sml Wac Plate | WAC PLAT | w/ laborer | day | $ 440 | $ 460 | $ 480 | $ 500 | $ 525 |
| 90 | Sml Arrow Hammer | ARRW HAM | | day | $ 280 | $ 290 | $ 300 | $ 315 | $ 330 |
| 91 | Sml Trench Box | TRNCHBOX | | day | $ 40 | $ 40 | $ 40 | $ 40 | $ 40 |
| 92 | Sml Arrow Board | ARRW BRD | | day | $ 80 | $ 80 | $ 80 | $ 80 | $ 80 |
| 93 | Sml Sweeper | SWEEPE R | | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 94 | Sml Power Boat | BOAT PWR | | day | $ 440 | $ 460 | $ 480 | $ 500 | $ 525 |
| 95 | Gen Generator | GEN CAT, GENERATO | no operator | day | $ 160 | $ 165 | $ 170 | $ 175 | $ 180 |
| 96 | Wld Portable Welder | WELDER E | | day | $ 360 | $ 375 | $ 390 | $ 405 | $ 425 |
| 97 | | | | | | | | | |
| 98 | **Trencher** | | | | | | | | |
| 99 | Trn Sm Wheel Vermeer Trench | VER TREN | | day | $ 520 | $ 545 | $ 570 | $ 595 | $ 620 |
| 100 | Trn Lg Wheel DW Trencher | DW TRENC | | day | $ 1,160 | $ 1,215 | $ 1,275 | $ 1,335 | $ 1,400 |
| 101 | Trn Chain Trencher | INTERDRN | | day | $ 4,120 | $ 4,325 | $ 4,540 | $ 4,765 | $ 5,000 |
| 102 | | | | | | | | | |
| 103 | **Dewatering Equipment** | | | | | | | | |
| 104 | Dwt Sm Gas Pump | PMP GAS | no operator | day | $ 120 | $ 125 | $ 130 | $ 135 | $ 140 |
| 105 | Dwt Day Wellpoint 8" Pump | w/ 24hrs of Op Costs | no operator | day | $ 615 | $ 645 | $ 675 | $ 705 | $ 740 |
| 106 | Dwt Wellpoint 12" Pump | PMP WP12 | no operator | day | $ 725 | $ 760 | $ 795 | $ 830 | $ 870 |
| 107 | Dwt Hyd 4" Pump | PMP HY04 | no operator | day | $ 225 | $ 235 | $ 245 | $ 255 | $ 265 |
| 108 | Dwt Hyd 6" Pump | PMP HY06 | no operator | day | $ 450 | $ 470 | $ 490 | $ 510 | $ 535 |
| 109 | Dwt Hyd 12" Pump | PMP HY12 | no operator | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 110 | | | | | | | | | |
| 111 | | | | | | | | | |
| 112 | | | | | | | | | |
| 113 | **Light duty trucks** | | | | | | | | |
| 114 | Trs Crew Truck | TK LIGHT | | day | $ 400 | $ 420 | $ 440 | $ 460 | $ 480 |
| 115 | Trs Tool/Utility Truck | TK LIGTT | | day | $ 520 | $ 545 | $ 570 | $ 595 | $ 620 |
| 116 | Trk Single Axle Flatbed | TK 1AXLE | | day | $ 560 | $ 585 | $ 610 | $ 640 | $ 670 |
| 117 | Trk Tandem Axle | TK 2AXLE | | day | $ 680 | $ 710 | $ 745 | $ 780 | $ 815 |
| 118 | | | | | | $ - | $ - | $ - | $ - |
| 119 | **Heavy duty trucks** | | | | | | | | |
| 120 | Trk Tandem Axle Dump | TK 2DUMP | | day | $ 960 | $ 1,005 | $ 1,055 | $ 1,105 | $ 1,160 |
| 121 | Trk Tri-Axle Truck | TK 3DUMP | | day | $ 1,040 | $ 1,090 | $ 1,140 | $ 1,195 | $ 1,250 |
| 122 | Trk Artic Haul >40ton | TK ARTI4 | | day | $ 2,120 | $ 2,225 | $ 2,335 | $ 2,450 | $ 2,570 |
| 123 | Trk Artic Haul Truck | TK ARTIC | | day | $ 1,520 | $ 1,595 | $ 1,670 | $ 1,750 | $ 1,835 |
| 124 | Trk Crawler Dump Truck | TK CRDMP | | day | $ 840 | $ 880 | $ 920 | $ 965 | $ 1,010 |
| 125 | Trk Roll-Off | TK RLOFF | | day | $ 1,040 | $ 1,090 | $ 1,140 | $ 1,195 | $ 1,250 |
| 126 | Trk Water Off-Road | TK WATE0 | | day | $ 1,080 | $ 1,130 | $ 1,185 | $ 1,240 | $ 1,300 |
| 127 | Trk Water <3,500 gal | TK WATE1 | | day | $ 560 | $ 585 | $ 610 | $ 640 | $ 670 |
| 128 | Trk Water >3,500 gal | TK WATE3 | | day | $ 840 | $ 880 | $ 920 | $ 965 | $ 1,010 |
| 129 | | | | | | | | | |
| 130 | Trk Semi Dump & Tractor | Semi Dump Truck | | day | $ 760 | $ 795 | $ 830 | $ 870 | $ 910 |
| 131 | Trk Lowboy & Tractor | TKTRL LB, TK SEMI | | day | $ 1,350 | $ 1,415 | $ 1,485 | $ 1,555 | $ 1,630 |
| 132 | Trk Beam & Tractor | 8 axle | | day | $ 1,700 | $ 1,785 | $ 1,870 | $ 1,960 | $ 2,055 |
| 133 | | | | | | | | | |
| 134 | **Specialty trucks** | | | | | | | | |
| 135 | Blaster/Cleaner/Bean Truck | TK BLAST | | day | $ 400 | $ 420 | $ 440 | $ 460 | $ 480 |
| 136 | Breaker Truck | TK BREAK | | day | $ 2,040 | $ 2,140 | $ 2,245 | $ 2,355 | $ 2,470 |

## EXHIBIT A (continued)
### Equipment Fee Schedule

| Item | **job Classification**: The Contractor is expected to make a diligent effort to list the various types and sizes of equipment typical for routine work in the Contractor's area of specialty. This cost information should reflect the equipment the contractor plans to use if selected and will be considered as a part of the selection process. The absence of any piece of equipment from this list shall not preclude its use, but will require steps to demonstrate competitive pricing has been secured in the best financial interest of the Authority. | | | | Fully Loaded Daily Equipment Rates | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| 137 | Tanker Compressor Truck | TK COMPR | | day | $ 240 | $ 250 | $ 260 | $ 270 | $ 280 |
| 138 | Crane/Boom Truck | TK CRANE | | day | $ 800 | $ 840 | $ 880 | $ 920 | $ 965 |
| 139 | Mobile Drill Truck | TK DRILL | | day | $ 1,280 | $ 1,340 | $ 1,405 | $ 1,475 | $ 1,545 |
| 140 | Generator Truck | TK GENER | | day | $ 600 | $ 630 | $ 660 | $ 690 | $ 720 |
| 141 | Trk Mobile Concrete | TK MCONC | | day | $ 960 | $ 1,005 | $ 1,055 | $ 1,105 | $ 1,160 |
| 142 | Vac-con Truck | TK VACCO | w/2 drivers | day | $ 2,000 | $ 2,100 | $ 2,205 | $ 2,315 | $ 2,430 |
| 143 | | | | | | | | | |
| 144 | **Trailers** | | | | | | | | |
| 145 | Trl Dump Trailer | TR DUMP | no operator | day | $ 160 | $ 165 | $ 170 | $ 175 | $ 180 |
| 146 | Trl Cement Tanker | TR CEMNT | no operator | day | $ 200 | $ 210 | $ 220 | $ 230 | $ 240 |
| 147 | Trl Lowboy Trailer | TR LOWBY | no operator | day | $ 320 | $ 335 | $ 350 | $ 365 | $ 380 |
| 148 | Trl Office Trailer | TR OFFIC | no operator | day | $ 40 | $ 40 | $ 40 | $ 40 | $ 40 |
| 149 | Trl Utility Trailer | TR UTILI | no operator | day | $ 40 | $ 40 | $ 40 | $ 40 | $ 40 |
| 150 | | | | | | | | | |
| 151 | | | | | | | | | |
| 152 | | | | | | | | | |
| 153 | | | | | | | | | |
| 154 | | | | | | | | | |

**AGENDA ITEM NO. 8.a**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** April 26, 2023

**SUBMITTED BY:** Volker Reiss, Planning & Community Development

**ITEM TYPE:** Presentation

**AGENDA SECTION:** NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

**SUBJECT:** Presentation on Current Code Enforcement Activities

**SUGGESTED ACTION:** None

**Is this item Quasijudicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
This brief presentation will give an overview of the status of the Code Enforcement division and its goals.

**FINANCIAL IMPACT:**
None

**ATTORNEY REVIEW/RECOMMENDATION:**
N/A

**SUGGESTED MOTION:**
N/A

**ATTACHMENTS:**

**AGENDA ITEM NO. 8.b**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** April 26, 2023

**SUBMITTED BY:** Tamara Melton, City Administration

**ITEM TYPE:** Miscellaneous

**AGENDA SECTION:** NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

**SUBJECT:** Letter of Intent for the Building Located at 1111 3rd Avenue West

**SUGGESTED ACTION:** Approval

**Is this item Quasijudicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
This Letter of Intent sets forth an offer by the City of Bradenton to obtain an option to purchase the property located at 1111 3rd Avenue West for a period of up to 90 days, subject to City Council authorization and approval of funding.

**FINANCIAL IMPACT:**
TBD

**ATTORNEY REVIEW/RECOMMENDATION:**
TBD

**SUGGESTED MOTION:**
Motion to authorize the City Administrator to execute the non-binding Letter of Intent for a term of 30 days for the building located at 1111 3rd Avenue West.

**ATTACHMENTS:**

**AGENDA ITEM NO. 8.c**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** April 26, 2023

**SUBMITTED BY:** Rob Perry, City Administration

**ITEM TYPE:** Agreement

**AGENDA SECTION:** NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

**SUBJECT:** Engagement Letter with Nabors Giblin & Nickerson, P.A.

**SUGGESTED ACTION:** Approval

**Is this item Quasijudicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
The firm Nabors Giblin & Nickerson has extensive experience in creating Master Development Agreements for local government. Because of their expertise, Administrator Perry is requesting authorization to execute the Engagement Letter for the limited purpose of drafting a Disposition and Master Development Agreement for the sale of the City Hall property.

**FINANCIAL IMPACT:**
TBD

**ATTORNEY REVIEW/RECOMMENDATION:**
N/A

**SUGGESTED MOTION:**
Motion to authorize the City Administrator to execute the Engagement Letter with Nabors Giblin & Nickerson.

**ATTACHMENTS:**
Engagement letter with Nabors Giblin & Nickerson P.A.

**TALLAHASSEE**
1500 Mahan Drive
Suite 200
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

Nabors Giblin & Nickerson P.A.
ATTORNEYS AT LAW

**TAMPA**
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

**PLANTATION**
8201 Peters Road
Suite 1000
Plantation, Florida 33324
(954) 315-0268 Tel

***Reply to Tallahassee***

April 20, 2023

**Via Electronic Mail**

Mr. Rob Perry, City Manager
City of Bradenton, Florida
101 Old Main Street
Bradenton, Florida 34205
Rob.Perry@bradentonfl.gov

Re: Proposed Relocation of City Hall Development

Dear Mr. Perry:

Nabors, Giblin & Nickerson, P.A. ("NG&N") is pleased to submit our proposal to provide representation to the City of Bradenton in connection with the proposed sale and redevelopment of the existing City Hall site.

Our expertise in similar projects is as follows:

- NG&N practices almost exclusively in the local government finance sphere, and of our 25 attorneys, 10 either currently serve or previously served as city or county attorneys. As such, we have seen almost every type of development proposal known in the current marketplace.
- We have represented local governments ranging from the City of Fort Lauderdale to Jackson County in terms of private sector development proposals/implementation, in projects ranging from:
    - A privately-run water treatment plant for the City of Fort Lauderdale
    - A new convention hotel for Osceola County
    - Redevelopment of a community center for the City of Hollywood
    - Redevelopment of the Swimming Hall of Fame in Fort Lauderdale

  - Redevelopment of Miracle Mile in Coral Gables
  - Establishment and monitoring of planned unit developments and developments of regional impact for Nassau County, Okaloosa County and the City of Doral
- We have substantial experience in real property matters, including serving as licensed title agents for Republic Title.
- We have substantial experience in identifying and addressing the "impacts" of large private developments, including with respect to roads, stormwater, land use matters and more.

We propose to charge fees for legal services rendered based upon hours expended at the following rates:

| | |
|---|---|
| Partners: | $325 per hour |
| Associates: | $250 per hour |

Time spent in travel would not be billed.

In addition to the compensation specified above, we would be reimbursed for expenses incurred which are directly related to the provision of services, including, but not limited to: copy and fax costs, long distance telephone costs, and express mail expenses. Travel expenses (if required) will be reimbursed in accordance with the provisions governing the travel of public officers and employees contained in Section 112.061, Florida Statutes.

If selected, NG&N understands that the legal file created in this representation of the City is a public record, except to the extent it is temporarily exempt from disclosure under Chapter 119, Florida Statutes, and that Section 286.011, Florida Statutes, may apply to this provision of legal services pursuant to this Engagement.

Pursuant to Florida Statutes s. 119.0701, NG&N shall be required to:

1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

2) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of NG&N upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**IF NG&N HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NG&N'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ENGAGEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (941) 932-94005, AND MAILING ADDRESS OF 101 OLD MAIN STREET, BRADENTON, FLORIDA 34205**

All written and oral information not in the public domain and not previously known, and all information and data obtained, developed, or supplied by the City or at its expense shall be kept confidential by NG&N and shall not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by an order issued by a court or like authority of lawful jurisdiction.

To the extent you provide us with original documents during the course of this matter, we will hold these records for you during the pendency of your action. At the conclusion of your matter, we will contact you and make arrangements for the return of the records you provided. We will retain our file of your matter for our firm's normal retention period, which may be retained in electronic format.

All requests for payment of expenses eligible for reimbursement under this engagement shall include copies of paid receipts, invoices, or other documentation acceptable to the City of Bradenton. Such documentation shall be sufficient to establish that the expenses were actually incurred and necessary in the performance of the legal services. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Engagement shall be approved by the City Attorney's Office in advance, and shall be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes, and all applicable policies and procedures established by the City. Payment of each statement will be due within forty-five (45) days of its date, pursuant to Section 218.70, Florida Statutes, the Local Government Prompt Payment Act.

We appreciate your consideration of our Firm for representation in this matter. Should any additional information be required, please feel free to contact me. If the terms of the representation are acceptable, we would appreciate it if you would sign a copy of this letter and return a copy to us.

Sincerely,

Mark T. Mustian

MTM:tlk

ACCEPTED ON BEHALF OF THE
CITY OF BRADENTON, FLORIDA

BY: _____

Date: _____

**AGENDA ITEM NO. 8.d**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** April 26, 2023

**SUBMITTED BY:** Rob Perry, City Administration

**ITEM TYPE:** Miscellaneous

**AGENDA SECTION:** NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

**SUBJECT:** Personnel Action

**SUGGESTED ACTION:** Approval

**Is this item Quasijudicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
The City Administrator is requesting approval to pursue personnel action with certain City employees. The matters will be discussed with City Council prior to the April 26, 2023 meeting.

**SUGGESTED MOTION:**
Motion to give the City Administrator authorization to pursue personnel action with employees as discussed.

**ATTACHMENTS:**