

**AGENDA**  
**REGULAR MEETING**  
**ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS**  
**201 SELMA AVENUE, ENGLEWOOD, FL 34223**  
**February 12, 2026 @ 8:30 A.M.**

**Board of Supervisors:**

Taylor Meals, Chair  
 Tony Babington, Vice-Chair  
 Robert C. Stern, Jr.  
 Sydney B. Crampton  
 Lani Gaver

**Staff:**

Keith R. Ledford, Jr., P.E., Administrator  
 Robert H. Berntsson, District Counsel (absent)  
 Dewey Futch, Water Operations Manager  
 David Larson, Wastewater Operations Manager  
 Lisa Hawkins, Finance Director  
 Ashley Aguiar, Executive Assistant

1. PLEDGE OF ALLEGIANCE & ROLL CALL
2. **ANNOUNCEMENTS** – Additions or Deletions
3. **PUBLIC INPUT**

- Dennis Baldwin, 8356 Osprey Rd. Englewood, FL 34224 (via letter)

To address the Board during this portion of the meeting you must fill out a Civility Agreement, state your name and address for the record and which agenda item is to be addressed. Remarks shall be limited to 4 minutes and no discussion will take place during this portion of the meeting.

CARDS MUST BE SUBMITTED PRIOR TO THE COMMENCEMENT OF THE MEETING

4. **PRESENTATIONS**

- 4a. Certificate of Appreciation - Finance Director, Lisa Hawkins – 10 years

5. **CONSENT SECTION**

- 5a. Minutes of the Regular Meeting dated January 8, 2026

**Recommended Action:** Approve the meeting minutes.

- 5b. Big W Law Invoice dated February 1, 2026

**Recommended Action:** Approve the attorney’s invoice in the amount of \$2,475.00.

- 5c. Oertel, Fernandez, Bryant & Atkinson Invoice dated January 31, 2026

**Recommended Action:** Approve the attorney’s invoice in the amount of \$7,950.00.

- 5d. Henderson Franklin Invoices dated February 4, 2026

**Recommended Action:** Approve the attorney’s invoices in the total amount of \$510.00.

- 5e. Developer Contributed Assets

Project Name	Raw Water	Water Distribution	Sewer Collections
Shores at Stillwater Phase 1B		\$313,282.00	\$1,010,924.00
Beachwalk Phase 3A		\$952,090.00	\$2,031,387.30
Beachwalk Phase 3B		\$474,769.50	\$739,981.12
Beachwalk Phase 3 Raw Water	\$458,285.75		
Beachwalk Phase 4 Raw Water	\$707,927.50		
Boca Royale East Phase 1A		\$1,951,240.00	\$3,525,006.40

**Recommended Action:** Acceptance of developer-constructed infrastructure that is being turned over to EWD and authorization to record the asset as contributed capital.

**6. DISCUSSION**

**6a.** 401K

**7. ACTION ITEMS**

**7a.** 2<sup>nd</sup> Amendment to Corrective Non-Exclusive, Temporary Easement Agreement

**7b.** EFD Ground Lease Extension Agreement

**7c.** Innovative Contractors

**8. ADMINISTRATOR'S REPORT – Keith R. Ledford, Jr., P.E.**

**8a. WATER OPERATIONS MANAGER – Dewey Futch**

**8b. WASTEWATER OPERATIONS MANAGER – David Larson**

**8c. TECHNICAL SUPPORT MANAGER – Keith R. Ledford Jr., P.E.**

**8d. FINANCE DIRECTOR – Lisa Hawkins**

1. January Financial Statements

2. January Investment Statements

**9. ATTORNEY'S REPORT – Robert C. Benedict on Behalf of Robert H. Berntsson**

**10. OLD BUSINESS**

**11. NEW BUSINESS**

**12. PUBLIC COMMENT – ANY TOPIC**

To address the Board during this portion of the meeting, you must fill out a Civility Agreement and state your name and address for the record. Each person will be allowed no more than 4 minutes.

**13. BOARD MEMBER COMMENTS**

**14. ADJOURN**

Anyone who decides to appeal a decision of this Board will need a record of the proceedings pertaining thereto and therefore 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.

**DISABILITY INFORMATION –** In accordance with the Americans with Disabilities Act and FS 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact EWD at 941-474-3217 no later than 7 days prior to the proceedings. If hearing impaired, telephone the Florida Relay Service at 800-955-8771 9TCC) or 800-955-8770 (VOICE) for assistance.

Posted 2/6/2026

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> February 5, 2026  
Dennis Baldwin  
8356 Osprey Rd  
Englewood, FL 34224

Re: Acct no. 144740-110795 Return Fee

> Dear Englewood Water District,

> I am writing to request a full refund of the \$30 fee I was charged on 1/16/2026 for a EWD Return fee. I was unable to provide updated banking information regarding my account online. I called and spoke with an employee and provided the routing number and account number. It is clear that the employee did not transcribe the information correctly, causing the error. I did not receive any writing from the Water District confirming that a change had been made to my account (which is concerning as the change could have been by anyone claiming to be me over the phone), and it was not until I received the notice from the water district that the payment was returned to I know that the change had not been made correctly. Given the circumstances, the return fee should be refunded.

>

> Sincerely,

Dennis Baldwin

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**From:** Elijah Dabney <edabney@ewdfl.com>  
**Sent:** Tuesday, February 3, 2026 10:49 AM  
**To:** Ashley Aguiar <aaguiar@ewdfl.com>  
**Subject:** Re: Customer Summary

Hi Ashley,

Just a heads up on a customer who may be emailing you.

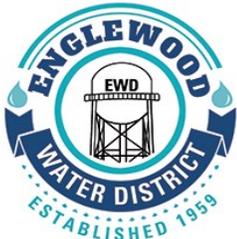
Customer Address: 8356 OSPREY RD. ENGLEWOOD, FL 34224

He came into the office upset regarding a returned payment letter he received. I reviewed his autopay enrollment form along with our system records and confirmed that the returned payment was due to a typo the customer made when entering his account and routing numbers.

He is unhappy that this error resulted in a \$30 returned check fee from EWD. I explained the situation and offered a \$15 credit toward re-enrolling in autopay with the correct banking information, but he stated that was not acceptable and is requesting a full refund of the fee.

Please let me know if you need any additional details.

Many thanks,



**Elijah Dabney**  
Englewood Water District  
Customer Service Representative  
941.474.3217  
[Englewoodwater.com](http://Englewoodwater.com)  
Closed on Monday - Hours: Tues-Friday 7AM-5PM  
★ Region X: Best Tasting Drinking Water 2026

All emails sent to and from Englewood Water District ARE subject to the public record laws of the State of Florida.

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**From:** Ashley Aguiar <[aaguiar@ewdfl.com](mailto:aaguiar@ewdfl.com)>  
**Sent:** Tuesday, February 3, 2026 9:42 AM  
**To:** Elijah Dabney <[edabney@ewdfl.com](mailto:edabney@ewdfl.com)>  
**Subject:** Customer Summary

Hi Eli,

When you have a moment, could you please email me a brief summary of the customer situation from this morning—the one where I provided my business card?

Thank you, I appreciate it.

# BOARD AGENDA ITEM SUMMARY

5a

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**MEETING DATE:** February 12, 2026

**SUBJECT:** Minutes of the Regular Meeting dated January 8, 2026

**CATEGORY:**     Consent

Discussion

Action

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**CONTACT PERSON:** Ashley Aguiar

**DEPARTMENT:** Administration

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**ITEM:** Request Board approval of the minutes of the Regular Meeting dated January 8, 2026.

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**PURPOSE / JUSTIFICATION:** An Enabling Act requirement for the official record of meetings.

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**MOTION:** To approve the of minutes of the Regular Meeting dated January 8, 2026.

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**Prepared By:** Ashley Aguiar

**Date:** January 23, 2026

**Approvals:**

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Finance

\_\_\_\_\_  
Water Operations

\_\_\_\_\_  
Wastewater Operations

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**ACTION TAKEN BY BOARD:**     Denied     Approved / **Resolution No:** \_\_\_\_\_

**ATTACHMENTS:** Minutes of the Regular Meeting dated January 8, 2026.

**MINUTES**  
**ANNUAL & ORGANIZATIONAL MEETING**  
**ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS**  
**201 SELMA AVENUE, ENGLEWOOD, FL 34223**  
**January 8, 2026 @ 8:30 A.M.**

**Board of Supervisors:**

Taylor Meals, Chair  
Tony Babington, Vice-Chair  
Robert C. Stern, Jr.  
Sydney B. Crampton  
Lani Gaver

**Staff:**

Keith R. Ledford, Jr., P.E., Administrator  
Robert H. Berntsson, District Counsel  
Dewey Futch, Water Operations Manager  
David Larson, Wastewater Operations Manager  
Lisa Hawkins, Finance Director  
Ashley Aguiar, Executive Assistant

1. PLEDGE OF ALLEGIANCE & ROLL CALL
2. **ANNOUNCEMENTS** – Additions or Deletions - None
3. **PUBLIC INPUT** - None
4. **PRESENTATIONS**
  - 4a. Certificate of Appreciation
    - Wastewater Operations Lead Operator, Christopher Borovsky – 15 years
    - Wastewater Plant Operator, Timothy Weber – 20 years
    - Distribution Manager, Kyle Herzog – 20 years
5. **CONSENT SECTION** - Chair Meals called for a motion to approve. Mr. Stern moved “to approve the consent agenda as presented,” seconded by Ms. Gaver.
  - 5a. Ratification of 2026 Offices  
**Recommended Action:** Ratify the elected Officers; Mr. Meals as Chair and Mr. Babington as Vice-Chair.
  - 5b. CY’26 Board Meeting Schedule & CY’27 Annual/Organizational Meeting  
**Recommended Action:** Approve the CY’26 Board Meeting Schedule & CY’27 Annual/Organizational Meeting
  - 5c. Minutes of the Regular Meeting dated December 11, 2025  
**Recommended Action:** Approve the meeting minutes.
  - 5d. Big W Law Invoice dated December 30, 2025.  
**Recommended Action:** Approve the attorney’s invoice in the amount of \$1,725.00
  - 5e. Oertel, Fernandez, Bryant & Atkinson Invoice dated December 30, 2025  
**Recommended Action:** Approve the attorney’s invoice in the amount of \$10,670.25
  - 5f. Henderson Franklin Invoices dated November 13, 2025 & December 11, 2025  
**Recommended Action:** Approve the attorney’s invoices in the total amount of \$2,550.00

**UNANIMOUS**

**CS 26-01-08 A-F**

6. **DISCUSSION** – None
7. **ACTION ITEMS**

**7a.** CONP and EWD Interlocal Agreement & TM & EWD Agreement - Consideration of approval of an Interlocal Agreement between the City of North Port and Englewood Water District for an emergency potable water interconnect, and a Temporary Water Use Agreement with Taylor Morrison. Agreements allow temporary water transfers for emergencies, special needs, and short-term construction, with all costs borne by the developer and no permanent service entitlement.

Mr. Stern moved, “**to approve**,” seconded by Mr. Babington

**UNANIMOUS**

**26-01-08 A**

*Full motion read:* “To approve the Interlocal Agreement for Emergency Water Interconnect with the City of North Port and the Temporary Water Use Agreement with Taylor Morrison of Florida, Inc., and authorize the Chair and District Administrator to execute the agreements and take all actions necessary to implement them.”

**8. ADMINISTRATOR’S REPORT – Keith R. Ledford, Jr., P.E.**

- The office has been reviewing the requirements of the Big Beautiful Bill and is in the process of implementing updated procedures and corresponding pay codes within ADP to ensure compliance with the legislation and accurate payroll processing.
- The Englewood Fire Department Training Facility Lease Agreement is scheduled to expire on March 16, 2026, and will be presented at the February meeting as it is to be renewed.

**8a. WATER OPERATIONS MANAGER – Dewey Futch**

**Production**

- December 2025 total send out: 92.47 MG (2024: 89.07 MG).
- Average daily send out: 2.98 MGD (2024: 2.87 MGD); peak: 3.47 MGD (2024: 3.17 MGD).
- Rainfall: 0.52 in. (2024: 0.50 in.).
- Operators completed routine operations and maintenance.
- CROM is nearing completion of the #3 Treater drain replacement.
- Annual FPL load control test on 1/6 was successful.

**Distribution**

- No incidents reported in December.
- Two hydrants replaced (Pine St. and Medical Blvd.) and returned to service after testing.
- Ongoing hydrant/valve maintenance and DCMA replacements.
- New meter sets: 6 single-family, 6 ERCs.
- 67 radio heads replaced.
- 94 service turn-on requests completed.

**8b. WASTEWATER OPERATIONS MANAGER – David Larson**

**WRF:**

- December 2025 MADF: 1.422 MGD
- December 2024 MADF: 1.388 MGD
- December 2025 Peak Flow: 1.742 MG
- Performed normal operations and maintenance activities

**Collections:**

- Completed 75 work orders
- Replaced vacuum control valves in V2, V3, and V5
- Completed startup of new Lift Station No. 153

- Completed all pit and valve maintenance in the V8 section of the vacuum system

**8c. TECHNICAL SUPPORT MANAGER – Keith R. Ledford Jr., P.E.**

- LS #114 Improvements – Brook to Bay – Approved by FDEP; trailer pads installed; not complete.
- South WRF Expansion and Improvements – Kimley-Horn contract executed; task orders for design and CEI upcoming.
- Beachwalk by Manasota Key Phase 3 – Phase 3B certification submitted.
- Boca Royale East – Phase 1A watermain approved; final ties soon; lift station startup complete; certification in progress.
- Esplanade at Wellen Park – Utilities installation ongoing; agreements to be presented January 8.
- Culvers – Utility plans submitted; under review.
- FPL Partridge Substation – Revised utility plans submitted; Developer’s Agreement in progress.
- Lemon Bay Plaza – Utility plans submitted; under review.
- San Casa Multifamily Project – Utility plans for 83 SF and 162 MF units under review.

**8d. FINANCE DIRECTOR – Lisa Hawkins**

**Financial Statements**

Operating revenues through December totaled \$6.2 million, up \$570,000 from last year. Expenses were \$4.3 million, up \$17,000, yielding a \$1.9 million operating surplus. Cash increased \$3.0 million from capital contributions, including \$850,000 from Beachwalk and \$2.2 million from Boca East.

**Investments**

Total cash and investments were \$31.0 million, including \$23.9 million with RBC and \$7.0 million at Centennial Bank. December capacity fees of \$3.0 million, combined with balances and maturities, increased liquidity. \$5.0 million was allocated to Treasury bills and Freddie Mac securities per the laddered strategy.

9. **ATTORNEY’S REPORT** – Robert H. Berntsson – There are no specific matters to report at this time. Attorney Bob Benedict will attend the February meeting, as Attorney Rob Berntsson will be absent.
10. **OLD BUSINESS** - None
11. **NEW BUSINESS** - None
12. **PUBLIC COMMENT – ANY TOPIC** - None
13. **BOARD MEMBER COMMENTS** - All members extended their New Year’s greetings and expressed their appreciation to Ms. Gaver for her service and leadership as Chair during the previous year.
14. **ADJOURN @ 8:58am**

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Tony Babington-Vice Chair

APPROVED/aa





# WIDEIKIS, BENEDICT & BERNTSSON, LLC THE BIG W LAW FIRM

3195 S. Access Road, Englewood, Florida 34224

941-627-1000

Englewood Water District  
aaguiar@ewdfl.com  
201 Selma Avenue

Received by EWD  
2/1/26 at 12:34pm  
AA

Statement Date: 02/01/2026  
Statement No. 38140  
Account No. 8.0000

Englewood, FL 34223

Legal Services  
PO# 60723

PO# 60723

### FOR PROFESSIONAL SERVICES RENDERED

			Rate	Hours	
01/01/2026	RHB	Email(s) with Mr. Ledford; Review Taylor Morrison and City of North Port agreements; Email(s) with Mr. Bailey.	300.00	0.50	150.00
01/02/2026	RHB	Email(s) with Mr. Ledford; Email(s) with Ms. Aguiar; Review agenda.	300.00	0.25	75.00
01/05/2026	RHB	Email(s) with Mr. Bailey.	300.00	0.25	75.00
01/06/2026	RHB	Email(s) with Ms. Aguiar.	300.00	0.25	75.00
01/07/2026	RHB	Email(s) with Mr. Ledford; Email(s) with Mr. Bailey; Review Agreement with Taylor Morrison; Email(s) with Ms. Aguiar.	300.00	0.50	150.00
01/08/2026	RHB	Prepare for and attend Board of Supervisors Meeting; Telephone conference with Mr. Oertel; Email(s) with Mr. Oertel; Email(s) with Ms. Aguiar.	300.00	1.00	300.00
01/09/2026	RHB	Email(s) with Mr. Oertel; Email(s) with Ms. Aguiar.	300.00	0.25	75.00
01/12/2026	RHB	Email(s) with Mr. Oertel.	300.00	0.25	75.00
01/13/2026	RHB	Email(s) with Mr. Ledford; Telephone conference with Mr. Oertel, Mr. Ledford, Ms. Aguiar; Email(s) with Ms. Aguiar; Email(s) with Ms. Petty.	300.00	0.75	225.00
01/14/2026	RHB	Email(s) with Ms. Aguiar.	300.00	0.25	75.00
01/15/2026	RHB	Email(s) with Ms. Aguiar.	300.00	0.25	75.00
01/16/2026	RHB	Email(s) with Ms. Aguiar; Review HB 123' Email(s) with Mr. Oertel.	300.00	0.50	150.00
01/19/2026	RHB	Email(s) with Ms. Aguiar; Review signed contract with City of North Port.	300.00	0.25	75.00

Englewood Water District  
 Account No. 8.0000  
 RE: Legal Services

Statement Date: 02/01/2026  
 Statement No. 38140

			Rate	Hours	
01/20/2026	RHB	Email(s) with Ms. Petty; Email(s) with Mr. Oertel; Email(s) with Ms. Aguiar; Email(s) with Mr. Ledford; Email(s) with Mr. Bailey; Email(s) with Mr. Wollard.	300.00	0.50	150.00
01/21/2026	RHB	Email(s) with Mr. Ledford; Review and Revise Beachwalk easement amendment; Email(s) with Ms. Aguiar; Review EFD lease extension.	300.00	0.50	150.00
01/23/2026	RHB	Email(s) with Mr. Oertel; Email(s) with Mr. Ledford.	300.00	0.25	75.00
01/26/2026	RHB	Email(s) with Ms. Aguiar; Email(s) with Ms. Petty.	300.00	0.25	75.00
01/27/2026	RHB	Email(s) with Ms. Aguiar; Email(s) with Mr. Oertel.	300.00	0.25	75.00
01/28/2026	RHB	Email(s) with Ms. Aguiar; Email(s) with Mr. Oertel; Review Charlotte Sun Newspaper.	300.00	0.50	150.00
01/29/2026	RHB	Email(s) with Mr. Oertel; Email(s) with Ms. Aguiar.	300.00	0.25	75.00
01/30/2026	RHB	Conference with Mr. Taylor, et. al.	300.00	0.50	150.00
		For Current Services Rendered		8.25	2,475.00

Timekeeper	Recapitulation	Hours	Rate	Total
Robert Berntsson		8.25	\$300.00	\$2,475.00

PREVIOUS BALANCE \$1,725.00

Total Current Work 2,475.00

Payments

Total Payments for 01/29/2026 -1,725.00

Balance Due \$2,475.00

Billing History					
Fees	Hours	Expenses	Advances	Finance Charge	Payments
171,162.50	642.26	0.00	52.80	0.00	168,740.30

**BOARD AGENDA ITEM SUMMARY**

**5c**

**MEETING DATE:** February 12, 2026

**SUBJECT:** Oertel, Fernandez, Bryant & Atkinson  
Attorney's Invoice dated January 31, 2026

**CATEGORY:**      X   Consent

       Discussion

       Action

**CONTACT PERSON:** Lisa Hawkins

**DEPARTMENT:** Finance

**ITEM:** Request Board approval for payment of the Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated January 31, 2026.

**PURPOSE / JUSTIFICATION:** Legal services rendered.

**FISCAL IMPACT:** 500311-500-101

**Budget Resolution Required:**        yes              X   no

Amount Budgeted	\$	60,000.00
Year to Date Expenditures	\$	(48,262.90)
Total Expenditure Required	\$	<u>(7,950.00)</u>
Remaining in Budget	\$	3,787.10

**MOTION:** To approve the Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated January 31, 2026, for services rendered concerning the Winchester Ranch Development in the amount of \$7,950.00. Funds to come from water/wastewater revenues.

**Prepared By:** Ashley Aguiar

**Date:** February 3, 2026

**Approvals:**

\_\_\_\_\_ Administrator

\_\_\_\_\_ Finance

\_\_\_\_\_ Water Operations

\_\_\_\_\_ Wastewater Operations

**ACTION TAKEN BY BOARD:**        Denied        Approved / **Resolution No:** \_\_\_\_\_

**ATTACHMENTS:** Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated January 31, 2026.

**BOARD AGENDA ITEM SUMMARY**

**5d**

**MEETING DATE:** February 12, 2026

**SUBJECT:** Henderson-Franklin Attorney's Invoice dated February 4, 2026

**CATEGORY:**      X   Consent

       Discussion

       Action

**CONTACT PERSON :** Lisa Hawkins

**DEPARTMENT :** Finance

**ITEM:** Request Board approval for payment of the Henderson-Franklin Attorney's invoice dated February 4, 2026

**PURPOSE / JUSTIFICATION:** Legal services rendered.

**FISCAL IMPACT:** 500311-500-101

**Budget Resolution Required:**        yes   X   no

Amount Budgeted	\$	\$5,000.00
Year to Date Expenditures	\$	(\$2,550.00)
Total Expenditure Required	\$	(\$510.00)
Remaining in Budget	\$	<u>\$1,940.00</u>

**MOTION:** To approve the Henderson-Franklin Attorney's invoice dated February 4, 2026, for services rendered in the total amount of \$510.00. Funds to come from water/wastewater revenues.

**Prepared By:** Ashley Aguiar

**Date:** February 4, 2026

**Approvals:**

\_\_\_\_\_ Administrator

\_\_\_\_\_ Finance

\_\_\_\_\_ Water Operations

\_\_\_\_\_ Wastewater Operations

**ACTION TAKEN BY BOARD:**        Denied        Approved / **Resolution No:** \_\_\_\_\_

**ATTACHMENTS:** The Henderson-Franklin invoice dated February 4, 2026



February 4, 2026

TO: Englewood Water District  
Heather Bagshaw  
201 Selma Avenue  
Englewood, FL 34223

Received by EWD  
2/4/2026 at 2:43pm  
AA

Attorney: Atwood, Scott E  
File No. 22056/9  
Invoice No. 833887

Re: Englewood Water District - Miscellaneous Employment Advice

Claim No : PO #60713

**Services:**

01/15/26	Review and analyze correspondence and proposed documents from client re: OBBB issues for pay	Atwood, Scott E Shareholder	0.20	102.00
01/28/26	Telephone conference with client re: wage issues and OBBB requirements	Atwood, Scott E Shareholder	0.80	408.00

**TIMEKEEPER SUMMARY**

<b>RANK</b>	<b>TIMEKEEPER</b>	<b>HRS.</b>	<b>RATE</b>	<b>AMOUNT</b>
Shareholder	Atwood, Scott E	1.00	510.00	\$510.00
<b>TOTAL FEES:</b>				<b>510.00</b>

**Disbursements:**

\*\* NO DISBURSEMENTS WERE CHARGED TO THIS MATTER IN THE CURRENT BILLING PERIOD\*\*

**TOTAL AMOUNT: \$510.00**

CURRENT INVOICE SUMMARY

Summary of Charges Rendered on this Invoice:

Current Fees:	510.00
Current Disbursements:	0.00
Total Charges for this Invoice:	<hr/> \$510.00
<b>LESS: Trust Funds Applied to this Invoice</b>	<b>-0.00</b>
	<hr/>
Balance Due this Invoice	\$510.00
Outstanding Accounts Receivable:	\$0.00
<b>TOTAL AMOUNT DUE THIS MATTER:</b>	<b>\$510.00</b>
	<hr/> <hr/>

CURRENT TRUST ACTIVITY

Payment for services is due upon receipt of Invoice

Please make your check payable to  
Henderson, Franklin, Starnes & Holt, P.A.  
Please indicate our file number of 22056/9 and remit to  
P.O. Box 919765  
Orlando, Florida 32891-9765

# BOARD AGENDA ITEM SUMMARY

5e

**MEETING DATE:** February 12, 2026

**SUBJECT:** Developer Contributed Assets

**CATEGORY:**      X   Consent

\_\_\_\_\_ Discussion

\_\_\_\_\_ Action

**CONTACT PERSON:** Lisa Hawkins

**DEPARTMENT:** Finance

**ITEM:** Developer Contributed Assets (Multiple)

**PURPOSE / JUSTIFICATION:** As part of the final certification for a project, the Developer must submit Certificate(s) of Value (COV) for the infrastructure that is being turned over to EWD. It has been recommended by our auditors that these items be formally accepted by the Board. Since October 1, 2025, the following projects contributing infrastructure to EWD have been completed:

1. Shores at Stillwater Phase 1B (water and sewer)	\$	1,324,206.00
2. Beachwalk Phase 3A (water and sewer)	\$	2,983,477.30
3. Beachwalk Phase 3B (water and sewer)	\$	1,214,750.62
4. Beachwalk Phase 3 Raw Water (raw water)	\$	458,285.75
5. Beachwalk Phase 4 Raw Water (raw water)	\$	707,927.50
6. Boca Royale East Phase 1A (water and sewer)	\$	<u>5,476,246.40</u>
Total	\$	12,164,893.57

**MOTION:** To accept developer-constructed infrastructure being conveyed to EWD and to record the asset as contributed capital in the total amount of \$12,164,893.57.

**Prepared By:** Ashley Aguiar

**Date:** February 6, 2026

**Approvals:**

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Finance

\_\_\_\_\_  
Water Operations

\_\_\_\_\_  
Wastewater Operations

**ACTION TAKEN BY BOARD:** \_\_\_\_\_ Denied    \_\_\_\_\_ Approved / **Resolution No:** \_\_\_\_\_

**ATTACHMENTS:** COV's for the following projects:

- Shores at Stillwater Phase 1B
- Beachwalk Phase 3A
- Beachwalk Phase 3B
- Beachwalk Phase 3 Raw Water
- Beachwalk Phase 4 Raw Water
- Boca Royale East Phase 1A

## Engineer Certificate of Value for Utilities

### Shores at Stillwater - Phase 1B Only

#### Summary

SANITARY SEWER COLLECTION SYSTEM: .....	<b>\$ 1,010,924.00</b>
WATER DISTRIBUTION SYSTEM: .....	<b>\$ 313,282.00</b>
<b>TOTAL: .....</b>	<b>\$ 1,324,206.00</b>

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**Strickland T. Smith, P.E. #50652**

**Date Prepared: February 5, 2026**

Strickland T. Smith, State of Florida,  
 Professional Engineer, License No. 50652

This item has been digitally  
 signed and sealed by  
 Strickland T. Smith, P.E. on the date  
 indicated here.

Signature must be verified on any  
 electronic copies.

## Shores at Stillwater - Phase 1B Only

### SANITARY SEWAGE COLLECTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
<b>PHASE 1B</b>					
1	8" PVC (8' - 10' Cut)	LF	145	\$ 94.00	\$ 13,630.00
2	8" PVC (10' - 12' Cut)	LF	346	\$ 95.00	\$ 32,870.00
3	8" PVC (12' - 14' Cut)	LF	392	\$ 99.00	\$ 38,808.00
4	8" PVC (14' - 16' Cut)	LF	898	\$ 101.00	\$ 90,698.00
5	8" PVC (16' - 18' Cut)	LF	278	\$ 105.00	\$ 29,190.00
6	8" C-900 PVC (16' - 18' Cut)	LF	44	\$ 119.00	\$ 5,236.00
7	Sanitary Manhole (8' - 10' Cut)	EA	1	\$ 11,235.00	\$ 11,235.00
8	Sanitary Manhole (10' - 12' Cut)	EA	3	\$ 13,185.00	\$ 39,555.00
9	Sanitary Manhole (14' - 16' Cut)	EA	4	\$ 20,220.00	\$ 80,880.00
10	Sanitary Manhole (16' - 18' Cut)	EA	2	\$ 27,255.00	\$ 54,510.00
11	8" Plug & Stub	EA	1	\$ 86.00	\$ 86.00
12	Single Service Connection	EA	3	\$ 1,655.00	\$ 4,965.00
13	Double Service Connection	EA	44	\$ 2,440.00	\$ 107,360.00
14	Sanitary Pump Station (Complete)	LS	1	\$ 462,335.00	\$ 462,335.00
15	4" PVC Forcemain (DR-18)	LF	334	\$ 18.00	\$ 6,012.00
16	6" PVC Forcemain (DR-18)	LF	398	\$ 27.00	\$ 10,746.00
17	4" Gate Valve Assembly	EA	2	\$ 2,055.00	\$ 4,110.00
18	6" Gate Valve Assembly	EA	2	\$ 2,305.00	\$ 4,610.00
19	4" MJ Bend	EA	13	\$ 668.00	\$ 8,684.00
20	6" MJ Bend	EA	4	\$ 881.00	\$ 3,524.00
21	6" MJ Tee	EA	1	\$ 1,080.00	\$ 1,080.00
22	6" MJ Cap	EA	1	\$ 800.00	\$ 800.00
<b>TOTAL</b>					<b>\$ 1,010,924.00</b>

## Shores at Stillwater - Phase 1B Only

### WATER DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
<b>PHASE 1B</b>					
1	8" x 8" Tapping Sleeve & Valve	EA	2	\$ 7,600.00	\$ 15,200.00
2	8" DR-18 PVC Water Main	LF	2,403	\$ 38.00	\$ 91,314.00
3	10" HDPE Horizontal Directional Drill WM	LF	169	\$ 205.00	\$ 34,645.00
4	8" Gate Valve Assembly	EA	7	\$ 3,120.00	\$ 21,840.00
5	8" MJ Bend	EA	9	\$ 605.00	\$ 5,445.00
6	10" MJ Reducer (HDPE to PVC)	EA	4	\$ 693.00	\$ 2,772.00
7	8" MJ Tee	EA	2	\$ 737.00	\$ 1,474.00
8	Fire Hydrant Assembly	EA	5	\$ 9,830.00	\$ 49,150.00
9	Blowoff Assembly	EA	2	\$ 4,705.00	\$ 9,410.00
10	Single Service (Short)	EA	43	\$ 794.00	\$ 34,142.00
11	Single Service (Long)	EA	45	\$ 1,010.00	\$ 45,450.00
12	Water Service to Pump Station	EA	1	\$ 2,440.00	\$ 2,440.00
<b>TOTAL</b>					<b>\$ 313,282.00</b>

<R:\Medical Twins\Master Plan\Submittals\Working File\MUN\EWD\Record Drawings\Phase 1B\Cost Est Rev 2026-2-5\Stillwater 1B Utility Cert of Value.xlsx>

FINAL COST OF CONSTRUCTION  
FOR  
BEACHWALK BY MANASOTA KEY, PHASE 3A

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
<b>WATER DISTRIBUTION</b>				
1	4" C-900, DR-18 PVC (with fittings)	200 LF	26.00 \$	5,200.00
2	8" C-900 DR-18 PVC (with fittings)	7,187 LF	52.25 \$	375,520.75
3	4" Gate Valve	1 EA	2,468.00 \$	2,468.00
4	8" Gate Valve	28 EA	4,185.00 \$	117,180.00
5	Fire Hydrant Assembly	15 EA	12,185.00 \$	182,775.00
6	Single water service (Short)	90 EA	1,125.00 \$	101,250.00
7	Single water service (Long)	78 EA	1,245.00 \$	97,110.00
8	Remove BO & Connect to existing Ph2B	4 EA	2,750.00 \$	11,000.00
9	Temporary Blowoff Assembly	6 EA	4,805.00 \$	28,830.00
10	Dead End Blowoff Assembly	1 EA	2,450.00 \$	2,450.00
11	Temp Jumper	2 EA	7,000.00 \$	14,000.00
12	Water Main Testing	11,445 LF	1.25 \$	14,306.25
<b>WATER DISTRIBUTION TOTAL</b>				<b>\$ 952,090.00</b>
<b>SUMMARY</b>				
<b>BEACHWALK BY MANASOTA KEY, PHASE 3A</b>				
<b>WATER DISTRIBUTION, PHASE 3A TOTAL</b>				<b>\$ 952,090.00</b>

  
 ANDREW J. PLUTA, P.E. 09/29/2025  
 FL. REGISTERED PROFESSIONAL ENGINEER #92225



FINAL COST OF CONSTRUCTION  
FOR  
BEACHWALK BY MANASOTA KEY, PHASE 3A

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
<b>SANITARY SEWER</b>				
1	Manholes Standard 0' - 6' Deep	8 EA	6,420.00 \$	51,360.00
2	Manholes Standard 6' - 8' Deep	4 EA	7,962.00 \$	31,848.00
3	Manholes Standard 8' - 10' Deep	10 EA	8,809.00 \$	88,090.00
4	Manholes Standard 10' - 12' Deep	5 EA	9,945.00 \$	49,725.00
5	Manholes Standard 12' - 14' Deep	3 EA	10,487.00 \$	31,461.00
6	Manholes Standard 14' - 16' Deep	1 EA	11,740.00 \$	11,740.00
6	Manholes Standard 16' - 18' Deep	1 EA	14,240.00 \$	14,240.00
7	Manholes Standard 18' - 20' Deep	1 EA	14,450.00 \$	14,450.00
8	Manholes Standard 20' - 22' Deep	1 EA	16,035.00 \$	16,035.00
8	8" PVC (SDR 26) Gravity Sewer 0' - 6'	1,099 LF	46.00 \$	50,554.00
9	8" PVC (SDR 26) Gravity Sewer 6' - 8'	1,575 LF	56.00 \$	88,200.00
10	8" PVC (SDR 26) Gravity Sewer 8' - 10'	2,750 LF	66.00 \$	181,500.00
11	8" PVC (SDR 26) Gravity Sewer 10' - 12'	1,810 LF	76.00 \$	137,560.00
12	8" PVC (SDR 26) Gravity Sewer 12' - 14'	820 LF	86.00 \$	70,520.00
13	8" PVC (SDR 26) Gravity Sewer 14' - 16'	265 LF	96.00 \$	25,440.00
14	8" PVC (SDR 26) Gravity Sewer 16' - 18'	705 LF	106.00 \$	74,730.00
15	8" PVC (SDR 26) Gravity Sewer 18' - 20'	357 LF	116.00 \$	41,412.00
16	8" PVC (SDR 26) Gravity Sewer 20' - 22'	202 LF	126.00 \$	25,452.00
17	Drop Manhole (D-26, D-36)	4 EA	2,450.00 \$	9,800.00
18	Single sewer service	47 EA	1,750.00 \$	82,250.00
19	Double sewer service	103 EA	2,550.00 \$	262,650.00
20	Gravity Sewer Testing	10,493 LF	6.10 \$	64,007.30
21	Lining of Lift Station and Manholes	1 LS	145,698.00 \$	145,698.00
22	Connect to Existing 10" Force Main	1.00 EA	2,750.00 \$	2,750.00
23	6" SDR18 PVC	700.00 LF	50.00 \$	35,000.00
24	6" Gate Valve	1.00 EA	2,770.00 \$	2,770.00
25	Lift Station	1.00 EA	416,970.00 \$	416,970.00
26	Force Main Testing	6900.00 LF	0.75 \$	5,175.00
<b>SANITARY SEWER TOTAL</b>				<b>\$ 2,031,387.30</b>

SUMMARY

BEACHWALK BY MANASOTA KEY, PHASE 3A

<b>SANITARY SEWER, PHASE 3A TOTAL</b>	<b>\$ 2,031,387.30</b>
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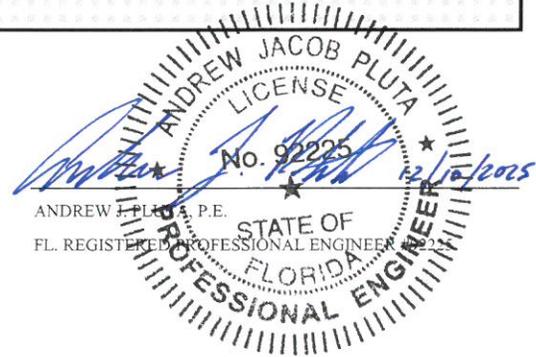


  
 ANDREW J. PLUTA, P.E.  
 FL. REGISTERED PROFESSIONAL ENGINEER #92225

09/29/2025

**FINAL COST OF CONSTRUCTION  
FOR  
BEACHWALK BY MANASOTA KEY, PHASE 3**

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	UNIT PRICE	AMOUNT
<b>WATER DISTRIBUTION</b>					
1	8" C-900 DR-18 PVC (with fittings)	3,997 LF	52.25	\$	208,843.25
2	8" Gate Valve	13 EA	4,185.00	\$	54,405.00
3	Fire Hydrant Assembly	6 EA	12,185.00	\$	73,110.00
4	Single water service (Short)	51 EA	1,125.00	\$	57,375.00
5	Single water service (Long)	43 EA	1,245.00	\$	53,535.00
6	Remove BO & Connect to existing Ph	3 EA	2,750.00	\$	8,250.00
7	Temporary Blowoff Assembly	1 EA	4,805.00	\$	4,805.00
8	Dead End Blowoff Assembly	1 EA	2,450.00	\$	2,450.00
9	Temp Jumper	1 EA	7,000.00	\$	7,000.00
10	Water Main Testing	3,997 LF	1.25	\$	4,996.25
<b>WATER DISTRIBUTION TOTAL</b>					<b>\$ 474,769.50</b>
<b>SUMMARY</b>					
<b>BEACHWALK BY MANASOTA KEY, PHASE 3</b>					
<b>WATER DISTRIBUTION, PHASE 3 TOTAL</b>					<b>\$ 474,769.50</b>



**FINAL COST OF CONSTRUCTION  
FOR  
BEACHWALK BY MANASOTA KEY, PHASE 3**

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
<b>SANITARY SEWER</b>				
1	Manholes Standard 0' - 6' Deep	3 EA	6,420.00 \$	19,260.00
2	Manholes Standard 6' - 8' Deep	1 EA	7,962.00 \$	7,962.00
3	Manholes Standard 8' - 10' Deep	4 EA	8,809.00 \$	35,236.00
4	Manholes Standard 10' - 12' Deep	2 EA	9,945.00 \$	19,890.00
5	Manholes Standard 12' - 14' Deep	2 EA	10,487.00 \$	20,974.00
6	Manholes Standard 14' - 16' Deep	1 EA	11,740.00 \$	11,740.00
7	8" PVC (SDR 26) Gravity Sewer 0' - 6'	312 LF	46.00 \$	14,352.00
8	8" PVC (SDR 26) Gravity Sewer 6' - 8'	529 LF	56.00 \$	29,624.00
9	8" PVC (SDR 26) Gravity Sewer 8' - 10'	1,278 LF	66.00 \$	84,348.00
10	8" PVC (SDR 26) Gravity Sewer 10' - 12'	405 LF	76.00 \$	30,780.00
11	8" PVC (SDR 26) Gravity Sewer 12' - 14'	464 LF	86.00 \$	39,904.00
12	8" PVC (SDR 26) Gravity Sewer 14' - 16'	188 LF	96.00 \$	18,048.00
13	8" PVC (SDR 26) Gravity Sewer 16' - 18'	156 LF	106.00 \$	16,536.00
14	Single sewer service	18 EA	1,750.00 \$	31,500.00
15	Double sewer service	76 EA	2,550.00 \$	193,800.00
16	Gravity Sewer Testing	3,332 LF	6.10 \$	20,325.20
17	Lining of Manholes	13 LS	11,207.84 \$	145,701.92
<b>SANITARY SEWER TOTAL</b>				<b>\$ 739,981.12</b>
<b>SUMMARY</b>				
<b>BEACHWALK BY MANASOTA KEY, PHASE 3</b>				
<b>SANITARY SEWER, PHASE 3 TOTAL</b>				<b>\$ 739,981.12</b>



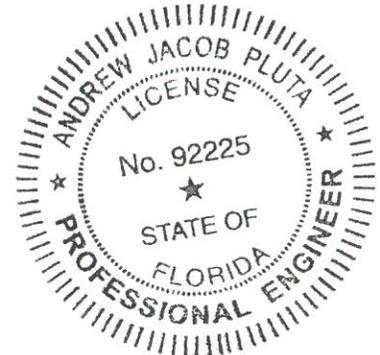
FINAL COST OF CONSTRUCTION  
FOR  
BEACHWALK BY MANASOTA KEY, PHASE 3 - RAW WATER MAIN

ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
<b>RAW WATER DISTRIBUTION</b>					
1	Remove Existing Raw Water Main	10	LF	\$ 3,500.00	\$ 35,000.00
2	6" DR18 PVC Raw Water Main	1,029	LF	\$ 36.50	\$ 37,558.50
3	10" DR18 PVC Raw Water Main	1,366	LF	\$ 86.75	\$ 118,500.50
4	12" DR18 PVC Raw Water Main	1,788	LF	\$ 128.50	\$ 229,758.00
5	6" Gate Valve	4	EA	\$ 2,770.00	\$ 11,080.00
6	10" Gate Valve	1	EA	\$ 7,240.00	\$ 7,240.00
7	12" Gate Valve	1	EA	\$ 8,420.00	\$ 8,420.00
8	Remove Blow-Off and Connect	2	EA	\$ 2,750.00	\$ 5,500.00
9	Raw Water Main Testing	4,183	LS	\$ 1.25	\$ 5,228.75
<b>RAW WATER DISTRIBUTION TOTAL</b>					<b>\$ 458,285.75</b>
<b>SUMMARY</b>					
<b>BEACHWALK BY MANASOTA KEY, PHASE 3 - RAW WATER MAIN</b>					
<b>RAW WATER DISTRIBUTION, PHASE 3 TOTAL</b>					<b>\$ 458,285.75</b>

  
ANDREW J. PLUTA, P.E.

FL. REGISTERED PROFESSIONAL ENGINEER #92225

09/29/2025

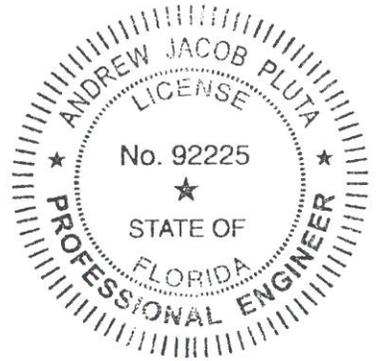


FINAL COST OF CONSTRUCTION  
FOR  
BEACHWALK BY MANASOTA KEY, PHASE 4 - RAW WATER MAIN

ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
<b>RAW WATER DISTRIBUTION</b>					
	6" DR18 PVC Raw Water Main	1,560	LF	\$ 39.50	\$ 61,620.00
	12" DR18 PVC Raw Water Main	129	LF	\$ 80.00	\$ 10,280.00
	16" DR18 PVC Raw Water Main	148	LF	\$ 3,600.00	\$ 532,800.00
	6" Gate Valve	6	EA	\$ 2,770.00	\$ 16,620.00
	16" Gate Valve	4	EA	\$ 19,105.00	\$ 76,420.00
	Temporary Blow-Off W/O Valves	2	EA	\$ 2,450.00	\$ 4,900.00
	Raw Water Main Testing	4,230	LF	\$ 1.25	\$ 5,287.50
<b>RAW WATER DISTRIBUTION TOTAL</b>					<b>\$ 707,927.50</b>
<b>SUMMARY</b>					
<b>BEACHWALK BY MANASOTA KEY, PHASE 4 - RAW WATER MAIN</b>					
<b>RAW WATER DISTRIBUTION, PHASE 4 TOTAL</b>					<b>\$ 707,927.50</b>

*Andrew J. Pluta* 10/13/2025  
ANDREW J. PLUTA, P.E.

FL. REGISTERED PROFESSIONAL ENGINEER #92225



# Certificate of Value

**Project:** Boca Royale East Phase 1A  
**Date:** December 19, 2025  
**Owner:** Neal Communities of Southwest Florida  
**Contractor:** Forsberg Construction, Inc.

DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	CONTRACT TOTAL
<b>POTABLE WATER</b>				
Temporary Water Main Jumper	1	EA	9,980.00	\$ 9,980.00
Connect to Existing Water Main	2	EA	10,340.00	\$ 20,680.00
Fire Hydrant Assembly	21	EA	7,600.00	\$ 159,600.00
16" DR18 Water Main (open cut)	4,890	LF	145.00	\$ 709,050.00
8" DR18 Water Main (open cut)	9,849	LF	40.00	\$ 393,960.00
6" DR18 Water Main (open cut)	20	LF	36.00	\$ 720.00
4" DR18 Water Main (open cut)	1,861	LF	22.00	\$ 40,942.00
16" Gate Valve (does not include valve at connection to	7	EA	11,600.00	\$ 81,200.00
8" Gate Valve	20	EA	2,800.00	\$ 56,000.00
6" Gate Valve	1	EA	2,100.00	\$ 2,100.00
4" Gate Valve	1	EA	1,800.00	\$ 1,800.00
Short Single Service	130	EA	1,100.00	\$ 143,000.00
Long Single Service	134	EA	1,200.00	\$ 160,800.00
Lift Station Water Service	1	EA	3,900.00	\$ 3,900.00
Temporary 2" Blow-off Assembly	4	EA	3,400.00	\$ 13,600.00
Permanent 2" Blow-off Assembly	5	EA	2,500.00	\$ 12,500.00
Sample Points	19	EA	880.00	\$ 16,720.00
Water Main Testing	16,620	LF	3.00	\$ 49,860.00
Water Main Connection to EWD 24"	1	LS	74,828.00	\$ 74,828.00
	<b>POTABLE WATER TOTAL</b>			<b>1,951,240.00</b>

Forsberg Construction, Inc. certifies the above material has been installed on the subject project in accordance with the Engelwood Water District's Standards and Specifications. All work and deviations are illustrated on the record drawings prepared by Morris Engineering and Consulting.

Signature:   
 Gregg W. Marsh, Vice President

12/19/2025  
 \_\_\_\_\_  
 Date

# Certificate of Value

**Project:** Boca Royale East Phase 1A  
**Date:** December 19, 2025  
**Owner:** Neal Communities of Southwest Florida  
**Contractor:** Forsberg Construction, Inc.

DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	CONTRACT TOTAL
<b>SANITARY SEWER</b>				
8" SDR26 PVC Gravity Sewer 0'-6'	1,052	LF	\$ 52.00	\$ 54,704.00
8" SDR26 PVC Gravity Sewer 6'-8'	1,633	LF	\$ 53.00	\$ 86,549.00
8" SDR26 PVC Gravity Sewer 8'-10'	1,377	LF	\$ 73.00	\$ 100,521.00
8" SDR26 PVC Gravity Sewer 10'-12'	1,507	LF	\$ 102.00	\$ 153,714.00
8" SDR26 PVC Gravity Sewer 12'-14'	883	LF	\$ 120.00	\$ 105,960.00
8" SDR26 PVC Gravity Sewer 14'-16'	1,269	LF	\$ 137.00	\$ 173,853.00
8" SDR26 PVC Gravity Sewer 16'-18'	2,121	LF	\$ 220.00	\$ 466,620.00
8" SDR26 PVC Gravity Sewer 18'-20'	662	LF	\$ 271.00	\$ 179,402.00
8" SDR26 PVC Gravity Sewer 20'-22'	440	LF	\$ 316.00	\$ 139,040.00
8" SDR26 PVC Gravity Sewer 22'-24'	808	LF	\$ 375.00	\$ 303,000.00
8" DR18 PVC Gravity Sewer 22'-24'	66	LF	\$ 391.00	\$ 25,806.00
EWD Lined Sanitary Manhole 0'-6'	8	EA	\$ 7,500.00	\$ 60,000.00
EWD Lined Sanitary Manhole 6'-8'	6	EA	\$ 9,000.00	\$ 54,000.00
EWD Lined Sanitary Manhole 8'-10'	8	EA	\$ 11,900.00	\$ 95,200.00
EWD Lined Sanitary Manhole 10'-12'	7	EA	\$ 14,000.00	\$ 98,000.00
EWD Lined Sanitary Manhole 12'-14'	5	EA	\$ 15,800.00	\$ 79,000.00
EWD Lined Sanitary Manhole 14'-16'	5	EA	\$ 18,700.00	\$ 93,500.00
EWD Lined Sanitary Manhole 16'-18'	7	EA	\$ 22,100.00	\$ 154,700.00
EWD Lined Sanitary Manhole 18'-20'	4	EA	\$ 24,600.00	\$ 98,400.00
EWD Lined Sanitary Manhole 20'-22'	1	EA	\$ 27,000.00	\$ 27,000.00
EWD Lined Sanitary Manhole 22'-24'	4	EA	\$ 30,600.00	\$ 122,400.00
Drop Connection	2	EA	\$ 10,000.00	\$ 20,000.00
Single Sewer Service	36	EA	\$ 1,700.00	\$ 61,200.00
Double Sewer Service	119	EA	\$ 2,000.00	\$ 238,000.00
Lift Station	1	LS	\$ 425,000.00	\$ 425,000.00
4" Force Main	1,173	EA	\$ 24.00	\$ 28,152.00
4" Gate Valve	1	EA	\$ 1,900.00	\$ 1,900.00
Connect to Existing Force Main (10"x4" TS&V)	1	EA	\$ 7,800.00	\$ 7,800.00
Gravity Main Testing	11,818	LF	\$ 5.70	\$ 67,362.60
Force Main Testing	1,173	LF	\$ 3.60	\$ 4,222.80
<b>SANITARY SEWER TOTAL</b>				<b>3,525,006.40</b>

Forsberg Construction, Inc. certifies the above material has been installed on the subject project in accordance with the Engelwood Water District's Standards and Specifications. All work and deviations are illustrated on the record drawings prepared by Morris Engineering and Consulting.

Signature:   
 Gregg W. Marsh, Vice President

12/19/2025  
 \_\_\_\_\_  
 Date

# BOARD AGENDA ITEM SUMMARY

6a

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**MEETING DATE:** February 12, 2026

**SUBJECT:** 401K

**CATEGORY:**  Consent

Discussion

Action

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**CONTACT PERSON:** Heather Bagshaw

**DEPARTMENT:** Human Resources

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**ITEM:** 401K

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**PURPOSE / JUSTIFICATION:** Back in 2023 when we moved our HRIS system to ADP we were approached by our Financial Advisor, Michael Ernsting at Edward Jones, about the prospect of moving our 401k to ADP as this is an additional service they provide. Since we were in the earlier stages of transitioning to ADP, it was decided to keep the 401K with the John Hancock. Recently, Michael approached us again to see if we would be interested in making the transition. During our discussions, it was presented that moving our 401k assets to ADP would not only simplify utilization and processing on both an employee and employer front, but it would also be a slight cost savings in administrative fees that are charged to employees. It would allow employees to manage their 401k through the ADP app or website, and this would feed directly through to HR for payroll purposes and ultimately the employees 401k account. ADP also has their own Third Party Administrator (TPA) which is currently being handled by Coastal Pensions. We believe this move would be beneficial to employees to allow for better manageability and with a slight reduction in the overall fees, would equate to more money in their retirement accounts. Additionally, the transition would help further streamline the HR services provided to employees.

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**MOTION:** To Be Determined

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**Prepared By:** Heather Bagshaw

**Date:** February 4, 2026

**Approvals:**

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Finance

\_\_\_\_\_  
Water Operations

\_\_\_\_\_  
Wastewater Operations

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**ACTION TAKEN BY BOARD:**  Denied  Approved / **Resolution No:** \_\_\_\_\_

**ATTACHMENTS:**

# BOARD AGENDA ITEM SUMMARY 7a

**MEETING DATE:** January 8, 2026

**SUBJECT:** 2<sup>nd</sup> Amendment to Corrective Non-Exclusive,  
Temporary Easement Agreement

**CATEGORY:**  Consent

Discussion

Action

**CONTACT PERSON:** Keith R. Ledford, Jr., P.E.

**DEPARTMENT:** Administration

**ITEMS:** 2<sup>nd</sup> Amendment to Corrective Non-Exclusive, Temporary Easement Agreement

**PURPOSE / JUSTIFICATION:** The purpose of this Second Amendment to the Corrective Non-Exclusive, Temporary Easement Agreement is to further amend and clarify the description of the existing easement area to accurately reflect current property conditions and recorded plats affecting the Grantor's property. Since execution of the prior amendments, portions of the easement area have been incorporated into recorded subdivision plats and made permanent, necessitating a revision to the easement description to align with the current legal and physical configuration of the property. This Second Amendment revises the easement area description, releases those portions of the previously described easement area that are no longer required, and confirms the continued validity of the easement as it applies to the revised easement area. The Amendment does not expand the scope of rights granted to the Englewood Water District, nor does it alter the permitted uses, duration, or non-exclusive nature of the existing easement. Instead, it serves to provide legal clarity, maintain consistency with recorded plats, and ensure continued access to and operation of the District's existing production wells and associated facilities. Approval of this Amendment will allow the District to maintain uninterrupted access to its facilities while ensuring the easement documentation accurately reflects the parties' agreed-upon rights and current property records.

**MOTION:** To approve the Second Amendment to the Corrective Non-Exclusive, Temporary Easement Agreement and authorize the Englewood Water District to execute the amendment.

**Prepared By:** Ashley Aguiar

**Date:** January 30, 2026

**Approvals:**

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Finance

\_\_\_\_\_  
Water Operations

\_\_\_\_\_  
Wastewater Operations

**ACTION TAKEN BY BOARD:**  Denied  Approved / **Resolution No:** \_\_\_\_\_

**Attachment:**

- 2<sup>nd</sup> Amendment to Easement Agreement

Documentary Stamps: \$0.70  
Recording Fees: \$35.50

Prepared by and return to:

PATRICK C. SEIDENSTICKER



2033 Main Street, Suite 600  
Sarasota, Florida 34237  
Tel: (941) 366-8100

Portions of Sarasota County Parcel ID No. 0481001000 and 0481001012

**SECOND AMENDMENT TO CORRECTIVE NON-EXCLUSIVE, TEMPORARY  
EASEMENT AGREEMENT**  
(Permitted Facility Improvements)

**THIS SECOND AMENDMENT TO CORRECTIVE NON-EXCLUSIVE, TEMPORARY EASEMENT AGREEMENT** (the “**Amendment**”) is made as of the \_\_\_ day of \_\_\_\_\_, 2026 (the “**Effective Date**”) by and between **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, whose mailing address is 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134 (“**Grantor**”) and **ENGLEWOOD WATER DISTRICT**, an independent special district of the State of Florida, whose mailing address is Attn: Keith Ledford, 201 Selman Ave., Englewood, Florida 34223 (“**Grantee**”; Grantor and Grantee may be referred to herein collectively as “**parties**”, or individually as a “**party**”).

**WHEREAS**, BMG Three, LLC, a Florida limited liability company (“**BMG**”) and Grantee entered into that Non-Exclusive, Temporary Easement Agreement dated December 17, 2018, recorded in Instrument No. 2018163991 in the Public Records of Sarasota County, Florida, and that Corrective Non-Exclusive, Temporary Easement Agreement dated May 16, 2019, recorded in Instrument No. 2019066026 in the Public Records of Sarasota County, Florida, as amended by that First Amendment to Corrective Non-Exclusive, Temporary Easement Agreement (Permitted Facility Improvements) dated December 2, 2021, recorded in Instrument No. 2022012373 in the Public Records of Sarasota County, Florida (the “**Existing Easement**”), pursuant to which BMG granted Grantee a non-exclusive, temporary easement to allow Grantee to utilize portions of property owned by BMG, as described in the Existing Easement (the “**BMG Property**”), for ingress, egress, and access to and from Grantee’s ten (10) existing, active, production wells (the “**Production Wells**”) and for ingress, egress, and access to and from, and operation, monitoring, maintenance, repair, and replacement of raw water transmission lines, power conduits, and telemetry conduits currently located on the BMG Property and related to or serving the Production Wells (the “**Permitted Facility Improvements**”), over, under, upon, and across the portion of the Grantor Property described and/or depicted in the Existing Easement (the “**Amended Easement Area**”);

**WHEREAS**, Grantor is the successor in title to portions of the BMG Property which encompass the Amended Easement Area;

**WHEREAS**, the Existing Easement reserves in favor of Grantor the right to designate specific ingress, egress, and access routes and/or designate or relocate the Amended Easement Area and to have the parties execute and record an amendment documenting such changes;

**WHEREAS**, portions of the Amended Easement Area have been memorialized and made permanent by way of recorded plats, to wit: plat of Beachwalk By Manasota Key, Phases 3A-3B, recorded in Plat Book 59,

Pages 19-43 in the Public Records of Sarasota County, and Plat of Beachwalk By Manasota Key, Phases 4A-4B, recorded in Plat Book 59, Pages 370-394 in the Public Records of Sarasota County.

**WHEREAS**, the parties desire to further amend the Existing Easement to revise the description of the Amended Easement Area, as more particularly described and/or depicted in this Amendment.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** All of the foregoing recitals of facts are true and correct, ratified and confirmed, and are hereby incorporated herein by reference as a substantive part of this Amendment, as if fully set forth herein in their entirety.
2. **Amendment to the Amended Easement Area.** From and after the date of this Amendment, the term “Easement Area,” as used in the Existing Easement, means and shall be deemed to refer to the real property described and/or depicted in **Exhibit “A-1”** to this Amendment (the “**Further Amended Easement Area**”).
3. **Release of Original Easement Area.** Grantee releases any interest it has in the Amended Easement Area, but only to the limited extent that the Amended Easement Area is not part of the Further Amended Easement Area. Grantee retains and does not release the Amended Easement Area to the extent that the Amended Easement Area is part of the Further Amended Easement Area.
4. **Force and Effect.** Except as expressly modified herein, all other terms, covenants and provisions of the Easement Agreement shall remain in full force and effect. In the event of a conflict between the terms and provisions of the Easement Agreement and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.
5. **Miscellaneous.**
  - a. **Construction of Document.** Grantor and Grantee acknowledge that this Amendment shall not be construed against the drafter by virtue of such party being the drafter.
  - b. **Counterparts.** This Amendment may be executed in two (2) or more counterparts and by PDF, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
  - c. **Successors and Assigns.** This Amendment will extend to and bind the successors and assigns of the parties to this Amendment.
  - d. **Entire Agreement.** The Existing Easement, as amended by this Amendment, contains all of the understandings and agreements between Grantor and Grantee with respect to its subject matter. Except as expressly amended in this Amendment, the Existing Easement is unchanged and will remain in full force and effect. Any amendment, addition, variation, or modification of this Amendment will be void and ineffective unless in writing and signed by both parties.

*[SIGNATURES ON FOLLOWING PAGE]*

*[ATTACHED TO THE SECOND AMENDMENT TO CORRECTIVE NON-EXCLUSIVE, TEMPORARY EASEMENT AGREEMENT]*

**IN WITNESS WHEREOF**, Grantor and Grantee have duly signed, sealed, and delivered this Amendment.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Signature of First Witness

\_\_\_\_\_  
Printed Name of First Witness

Address of first Witness:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Second Witness

\_\_\_\_\_  
Printed Name of Second Witness

Address of second Witness:  
\_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of PULTE HOME COMPANY, L.L.C., a Michigan limited liability company, on behalf of the same. He  is personally known to me or  produced \_\_\_\_\_ as identification, and did not take an oath.



Notary Stamp

GRANTOR:

PULTE HOME COMPANY, LLC, a Michigan  
limited liability company

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

Print: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print Name of Notary

My Commission Expires:

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*

*[ATTACHED TO THE SECOND AMENDMENT TO CORRECTIVE NON-EXCLUSIVE, TEMPORARY EASEMENT AGREEMENT]*

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Signature of First Witness

\_\_\_\_\_  
Printed Name of First Witness

Address of first Witness:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Second Witness

\_\_\_\_\_  
Printed Name of Second Witness

Address of second Witness:  
\_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as Chair of Englewood Water District, an independent special district of the State of Florida, on behalf of the same. She/He  is personally known to me or  produced \_\_\_\_\_ as identification, and did not take an oath.



Notary Stamp

GRANTEE:

ENGLEWOOD WATER DISTRICT, an  
independent special district of the State of Florida

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

Print: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print Name of Notary

My Commission Expires:

**EXHIBIT A-1**

**Legal Description and Sketch of Further Amended Easement Area**

**Description Sketch  
(Not A Survey)**

**DESCRIPTION:**

A parcel of land lying in Section 12, Township 40 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

**BEGIN** at the Southeast corner of said Section 12, run thence along the South boundary of Section 12, N.86°49'25"W., a distance of 150.12 feet; thence N.00°53'38"E., a distance of 603.06 feet; thence N.47°54'37"W., a distance of 156.04 feet; thence Northeasterly, 122.85 feet along the arc of a non-tangent curve to the left having a radius of 150.00 feet and a central angle of 46°55'26" (chord bearing N.24°22'01"E., 119.44 feet); thence N.00°54'18"E., a distance of 1303.89 feet; thence S.89°05'42"E., a distance of 50.00 feet; thence S.00°54'18"W., a distance of 1303.89 feet; thence Southerly, 128.75 feet along the arc of a tangent curve to the right having a radius of 200.00 feet and a central angle of 36°53'01" (chord bearing S.19°20'48"W., 126.54 feet); thence S.47°54'37"E., a distance of 119.46 feet; thence S.00°53'38"W., a distance of 597.85 feet; thence S.86°49'25"E., a distance of 120.10 feet to a point on the East boundary of said Section, S.00°54'18"W., a distance of 20.02 feet to the **POINT OF BEGINNING**.

Containing 2.211 acres, more or less.

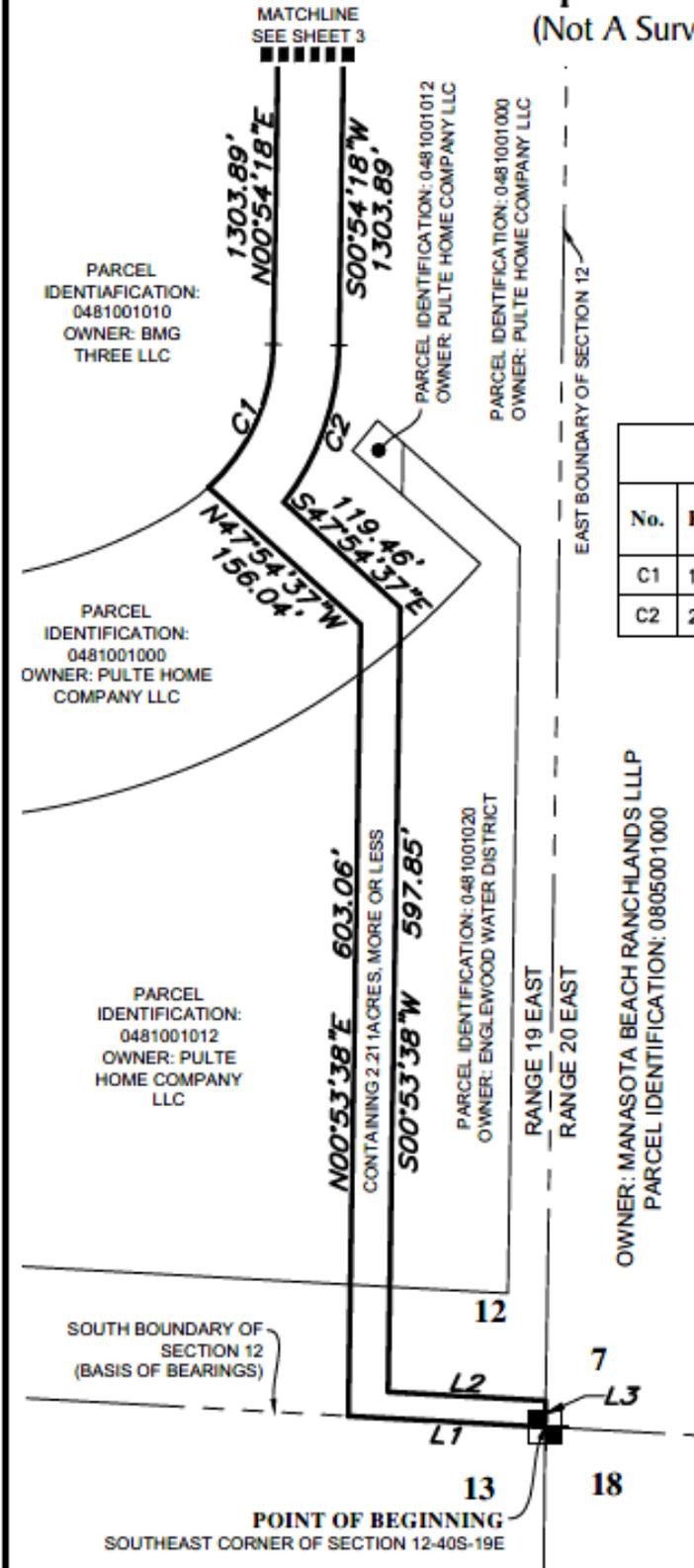
**SURVEYOR'S NOTES:**

- 1) I do hereby certify that this Description Sketch was made under my supervision and meets the "Standards of Practice" set forth by the Florida Board of Professional Surveyors and Mappers stated in Rules 5J-17.051, 5J-17.052, and 5J-17.053, Florida Administrative Code, pursuant to section 427.027 of the Florida Statutes
- 2) This Description Sketch is valid only with a Signature and Original Seal, in hard copy form, or a Digital Seal in electronic form, pursuant to Rules 5J-17.060 and 5J-17.062, Section 472.027 of the Florida Statutes.
- 3) Bearings shown hereon are based on the South boundary of Section 12, Township 40 South, Range 19 East, Sarasota County, Florida, having a Grid bearing of N86°49'25"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.
- 4) See Sheet 2 for Sketch and Curve table and Sheet 3 for Sketch.

<p><b>Jack M. Greene</b> Digitally signed by Jack M. Greene DN: c=US, o=Florida, i=Tampa, ou=GeoPoint Surveying, Inc., ou=Professional Surveyor and Mappers, cn=Jack M. Greene, email=Jack@geopointsurvey.com Date: 2025.12.23 08:57:09 -0500</p> <p><b>Jack M. Greene</b>      <b>LS6506</b></p>	<p><b>JOB #:</b> Villages of Manasota Beach</p> <p><b>DRAWN:</b> AGT      <b>DATE:</b> 10/28/25      <b>CHECKED:</b> MHC</p> <p><b>Prepared For:</b> PULTE HOME COMPANY</p>	<p>www.GeoPoint.org      Licensed Business No.: LB 7768</p>  <p><b>GeoPoint</b> 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Fax: (813) 248-2266</p>																		
	<b>Revisions</b>																			
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<b>SHEET: 1 of 3</b>																				

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# Description Sketch (Not A Survey)

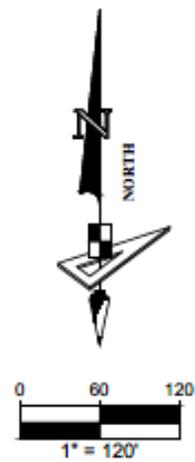


Line Data Table

No.	Bearing	Length
L1	N86°49'25\"W	150.12'
L2	S86°49'25\"E	120.10'
L3	S00°54'18\"W	20.02'

Curve Data Table

No.	Radius	Arc	Central Angle	Chord Bearing	Chord Distance
C1	150.00'	122.85'	46°55'26\"	N24°22'01\"E	119.44'
C2	200.00'	128.75'	36°53'01\"	S19°20'48\"W	126.54'



- NOTES:**
- SEE SHEET 1 FOR DESCRIPTION AND BASIS OF BEARINGS
  - SEE SHEET 3 FOR DETAIL SHEET

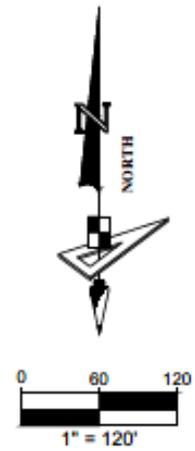
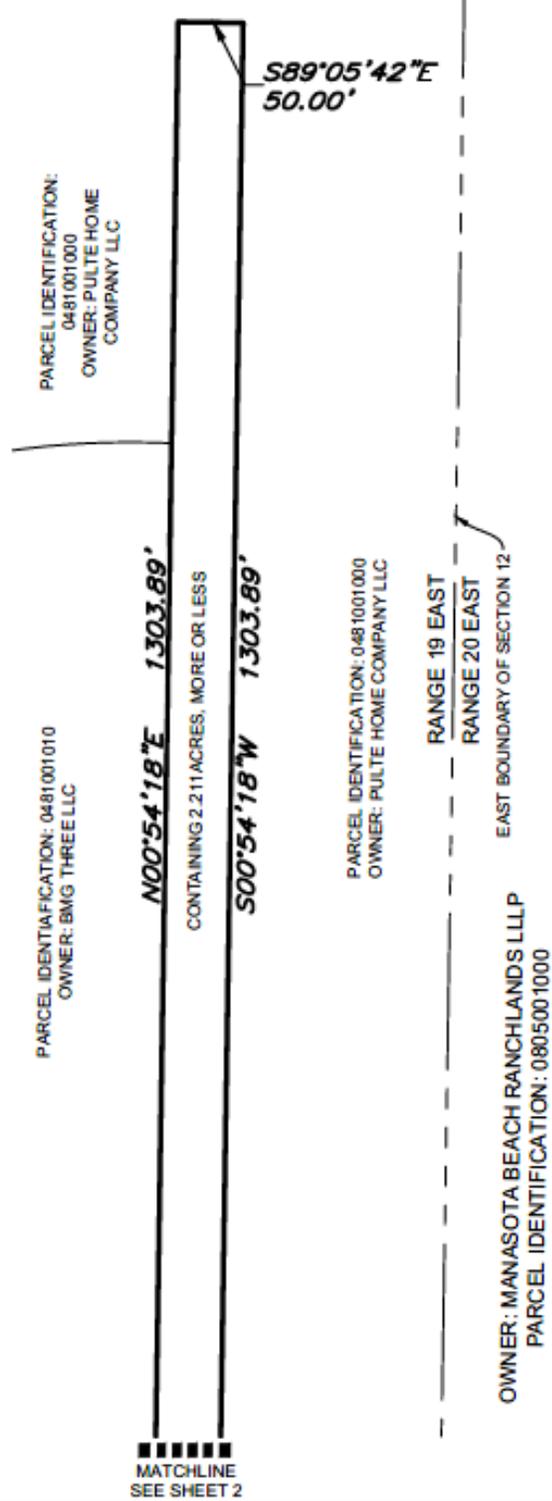
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 Fax: (813) 248-2266

**SHEET: 2 of 3**

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# Description Sketch

(Not A Survey)



- NOTES:**
1. SEE SHEET 1 FOR DESCRIPTION AND BASIS OF BEARINGS
  2. SEE SHEET 2 FOR SKETCH AND CURVE TABLE

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SHEET:    3 of 3

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# BOARD AGENDA ITEM SUMMARY 7b

**MEETING DATE:** February 12, 2026

**SUBJECT:** EFD Ground Lease Extension Agreement

**CATEGORY:**  Consent

Discussion

Action

**CONTACT PERSON:** Keith R. Ledford, Jr., P.E.

**DEPARTMENT:** Administration

**ITEMS:** EFD Ground Lease Extension Agreement

**PURPOSE / JUSTIFICATION:** The purpose of this agenda item is to consider approval of a EFD Ground Lease Extension Agreement between the Englewood Water District (“EWD”) and the Englewood Area Fire Control District (“EFD”). The agreement extends the term of the existing ground lease for an additional twenty (20) years, from March 16, 2026 through March 15, 2046. The original lease, executed in 2006, expires on March 15, 2026 and does not provide for an automatic renewal. The leased property has historically been used by EFD as a fire training facility that supports public safety training and related educational activities. The proposed extension allows for the continued use of the facility without interruption while maintaining EWD’s ownership and oversight of the property. The extension agreement generally preserves the terms and conditions of the original lease while incorporating additional provisions to protect EWD’s interests. These provisions include an express right for EWD to terminate the lease upon three (3) years’ prior written notice, requirements governing events conducted on the premises, and clarification that EFD assumes sole responsibility and liability for per- and polyfluoroalkyl substances (PFAS). Approval of the EFD Ground Lease Extension Agreement provides long-term certainty for both parties, supports continued intergovernmental cooperation, and ensures appropriate allocation of operational and environmental risks during the extended lease term.

**MOTION:** To approve the EFD Ground Lease Extension Agreement between the Englewood Water District and the Englewood Area Fire Control District and to authorize the Chair, Administrator, or District Counsel to execute the agreement.

**Prepared By:** Ashley Aguiar

**Date:** February 4, 2026

**Approvals:**

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Finance

\_\_\_\_\_  
Water Operations

\_\_\_\_\_  
Wastewater Operations

**ACTION TAKEN BY BOARD:**  Denied  Approved / **Resolution No:** \_\_\_\_\_

**Attachment:**

- Executed EFD Ground Lease Agreement Dated 3/16/2006
- EFD Ground Lease Extension Agreement

**BOARD AGENDA ITEM SUMMARY**

**5b**

MEETING DATE REQUESTED: 03-16-06

SUBJECT: **Lease Agreement EAFCD**

Resolution       Contract       Award of Bid

CATEGORY:       Consent       Discussion Item       Action Item

PRE-SET TIME IF REQUIRED:      \_\_\_\_\_ Minutes      STARTING: \_\_\_\_\_ a.m./ p.m.

CONTACT PERSON: **Rich Rollo**      DEPT.: **Administration**

Return Paperwork to:       Contact Person       Other: **Maureen Cronk**

**ITEM: An Agreement has been drafted as authorized by Resolution 05-19-15 A, and it has been signed by the Englewood Area Fire Control District's Board.**

**PURPOSE / JUSTIFICATION: An agreement for construction of a training facility at the Holiday Ventures site has been authorized and is ready for acceptance.**

FISCAL IMPACT:      Budget Resolution Required:       yes  no

Funds in Account(s):      No:

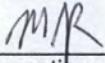
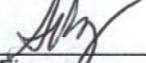
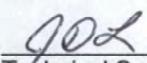
Amount Budgeted:	\$
Encumbered:	\$
YTD Actual:	\$
Remaining Budget:	\$
Expenditure Required:	\$

**MOTION: To authorize the Chair to sign the Lease Agreement between EWD and EAFCD for construction of a training facility at the Holiday Ventures site.**

Prepared By: **Maureen Cronk**

Date: **March 8, 2006**

**Approvals:**

 _____ Operations	 _____ Finance	 _____ Technical Support	_____ Administrator	_____ District Counsel (if applicable)
--	---	---	------------------------	--

ACTION TAKEN BY BOARD:       Denied       Approved / Resolution No: 06-03-16c

ATTACHMENTS: Lease Agreement

GROUND LEASE

THIS GROUND LEASE (hereinafter "Lease") made this 16<sup>TH</sup> day of MARCH, 2006 by and between the Englewood Water District, a political subdivision of the State of Florida (hereinafter "Lessor"), whose address is 201 Selma Avenue, Englewood, Florida 34223, and the Englewood Area Fire Control District, a political subdivision of the State of Florida (hereinafter "Lessee"), whose address is 403 Boundary Boulevard, Rotonda, Florida 33947.

The parties agree as follows:

I. CONVEYANCE

- A. Conveyance of Possessory Interest. On the terms and conditions set forth in this Lease, and in consideration of the Lessee's payment of Ten Dollars (\$10.00), construction of certain improvements on the Leased Premises, training for Lessor's employees as further provided herein and performance under this Lease, the Lessor conveys to the Lessee the present possessory interest in the Leased Premises described below. The Lessee acknowledges delivery of possession.
- B. Description of Leased Premises. The Leased Premises that are subject to this Lease are located in Sarasota County, Florida, more particularly described in Exhibit "A", attached hereto and made a part hereof.
- C. Conditions to Conveyance. The conveyance is subject to all of the following:
  - 1. Any conditions, restrictions and limitations recorded against the Leased Premises, if any.

2. Existing or future zoning laws or ordinances of any governmental entity for Florida, Sarasota County, or a municipality with legal authority to impose these laws or ordinances.
3. Any questions of title and survey that may arise in the future, but the Lessee acknowledges that it has had the opportunity to examine the boundary lines and the Lessor's present title, and that it is satisfied with respect to the accuracy and sufficiency of both.
4. The Lessee's satisfactory performance of all of the terms and conditions contained in this Lease.

II. TERM OF LEASE. The term of this Lease commences on MAR. 16, 2006 and ends on MAR. 15, 2026, which is a term of twenty (20) years, unless the parties terminate the Lease earlier. Both dates are inclusive.

III. ADDITIONAL CONSIDERATION. Lessor and Lessee acknowledge and agree that as additional consideration for this Lease, Lessee shall provide to Lessor free training for Lessor's employees as provided herein. Lessor's employees are required by the U.S. Department of Labor Occupational Safety and Health Organization (OSHA) to have training in certain matters, including but not limited to, confined spaces and chlorine gas leak response. When and if Lessee conducts training courses on topics beneficial or required for Lessor's employees, Lessee shall make its best efforts to provide Lessor's employees the opportunity to attend such training courses free of costs.

IV. PAYMENT OF EXPENSES AND OBLIGATIONS.

A. Net Lease. This is a net lease, under which the Lessee is responsible for paying all expenses and obligation that relate to the Leased Premises or any Improvements on the Leased Premises and that arise or become due during the term of this Lease.

- B. Lessor's Liens or Mortgages. No provision of this Lease may be construed to require the Lessee to pay or discharge any liens or mortgages that the Lessor affirmatively incurs against the Leased Premises.

V. PAYMENT OF TAXES.

- A. Both of the parties are exempt from ad valorem taxation. The Lessee must pay all taxes and other governmental charges that are related to the Leased Premises and that arise during the Lease term. The Lessee must pay all taxes and other charges before any fine, penalty, interest, or other cost is added, becomes due, or is imposed by operation of law for nonpayment. These taxes and other charges include but are not limited to the following:

1. All taxes, assessments, water and sewer rents, rates and charges, transit taxes, public utilities charges, excise levies, licenses and permit fees.
2. All such charges, whether they are general or special, ordinary or extraordinary, foreseen or unforeseen.
3. All such charges that are assessed, levied, confirmed or imposed on the Leased Premises.
4. All such charges that arise from, become payable from or with respect to, or become a lien on any of the following:
  - a. All or any part of the Leased Premises.
  - b. All or any part of the Improvements on the Leased Premises.
  - c. Any appurtenance to the Leased Premises.

- d. Any use or occupation of the Leased Premises.
- e. Any franchises that may be appurtenant to the use of the Leased Premises.
- f. Any document to which the Lessee is a party and that creates or transfers an interest or estate in the Leased Premises.

B. Notwithstanding any provision herein to the contrary, if, due to a change in the status of Lessor, the tax laws affecting Lessor, or any action by Lessor, the Leased Premises become subject to ad valorem taxation, the Lessor shall be responsible for the payment of such taxes during the term of this Lease. The Lessee is not responsible to pay any of the following:

- 1. Municipal, state or federal income taxes assessed against the Lessor.
- 2. Municipal, state or federal capital levy, estate, succession, inheritance or transfer taxes of the Lessor.
- 3. Corporate franchise taxes on any corporate owner of the fee of the Leased Premises.

VI. LESSEE'S OBLIGATION TO REZONE AND BUILD.

A. Lessee's Obligation to Rezone. Lessee, at Lessee's sole cost and expense, shall seek rezoning of the Leased Premises and Lessor's adjacent property, to a "Government Use" designation. The Leased Premises and Lessor's adjacent property are collectively described as:

Lots 509, 510 and 511, less the NW'ly 533.39 ft. of said Lots 509, 510 and 511, ENGLEWOOD GARDENS, UNIT NO. 6, as per plat thereof recorded in Plat Book 4, Pages 74 and 75, Public Records of Sarasota County, Florida.

Should Sarasota County deny the petition to rezone the property to Government Use, Lessee may terminate this Lease by giving notice as required herein. Lessee shall act as petitioner and applicant in such rezoning, and Lessor shall cooperate with Lessee and Sarasota County in obtaining the rezoning approval, including, but not limited to, promptly signing or submitting any documentation requested by Lessee and Sarasota County.

- B. Lessee's Obligation to Build. The Lessee is obligated to construct certain improvements (the "Improvements") on the Leased Premises. The Lessee shall construct a fire training facility. The Lessee shall also construct such stormwater facilities as may be required by governmental agencies having jurisdiction to treat or retain the stormwater runoff from the Improvements constructed on the Leased Premises.
- C. Cost of Improvements. The design, permitting and construction of the Improvements will be entirely at the Lessee's expense.
- D. Approval Rights of Lessor. Lessee understands and agrees that Lessor has the right to review and approve (or reject) any proposed plans and specifications for construction of the Improvements and Lessee therefore agrees to submit all site plans and plans and specifications for the Improvements for Lessor's consideration as set forth herein:
  - 1. At least thirty (30) days prior to Lessee's proposed start of construction, Lessee shall submit for approval construction plans and specifications for the Improvements to be constructed.

2. Any submittal for which a response has not been received by Lessee within fifteen (15) days shall be deemed approved.
3. Construction of the Improvements shall only be completed in accordance with approved plans.
4. Any resubmittals by Lessee due to objections raised by Lessor shall also be reviewed within fifteen (15) days from receipt. Any submittal or resubmittal for which a response has not been received by Lessee within fifteen (15) days shall be deemed approved.

VII. ACCESS TO LEASED PREMISES. Lessee, Lessee's employees, agents and contractors shall have access to the Leased Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and Lessee's agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the lands designated "Access Area" on the attached Exhibit "A" (the "Access Area"). Lessee shall be responsible for maintaining and repairing such Access Area until the expiration or earlier termination of this Lease, at its sole expense, less reasonable wear and tear or loss caused by other casualty or cause beyond Lessee's control. Lessor shall be responsible for any damages to the Access Area caused by Lessor's, or Lessor's agents, employees, licensees, invitees or contractors, use of the Access Area, and shall be responsible for maintaining and repairing the Access Area from and after the expiration or earlier termination of this Lease, which costs shall be Lessor's sole responsibility.

VIII. LIENS.

- A. Limits on Lessee's Authority. The Lessee has no power to subject the Lessor's interest in the Leased Premises to any mechanics' liens, suppliers' liens, or any other liens. The Lessee will neither permit nor suffer any lien or claim to be filed or made against the interest of the Lessor in the Leased Premises during the continuance of this Lease, unless otherwise specifically provided for in this Lease.

B. Release of Unauthorized Lien. If a lien or claim is made or filed contrary to this article, the Lessee must cause the Leased Premises to be released from that lien or other claim. The Lessee may cause the release by payment of the amount necessary to relieve and release the Leased Premises from the lien or claim by posting a bond in that amount, paying that amount into the court, or in any other manner that will result in release of the Lessor and the Lessor's title as a matter of law. The Lessee must cause the release within thirty (30) days of the earlier of the following:

1. Delivery of written notice to the Lessor that the lien or claim has been filed in the public records of Sarasota County, Florida.
2. Delivery of written notice to the Lessor of the lien or claim and transmittal to the Lessee of written notice that the Lessor has received notice of such a lien or claim.

IX. LESSEE'S USE OF LEASED PREMISES.

A. Permitted Uses. The Leased Premises shall only be used as a fire training facility. Lessor makes no representation or warranty of any kind or nature whatsoever, express or implied, as to the suitability of the Leased Premises for the Lessee's intended uses, or with regard to the lawful ability of Lessee to so utilize the Leased Premises, or to obtain any permits, licenses, or approvals which may be required with regard to the Leased Premises or the Lessee to so utilize the Leased Premises. Lessee, at Lessee's sole cost, risk and expense, shall be responsible for obtaining any and all necessary governmental permits, licenses, approvals or consents which are or which may be required with regard to Lessee's use of and activities on the Leased Premises. Lessee shall be permitted to take such actions as it deems appropriate to use the Leased Premises for a fire training facility; however, Lessee shall do

nothing which may decrease the value of the Leased Premises or otherwise detrimentally affect the Leased Premises, and shall not use the Leased Premises for any purposes other than as set forth herein.

- B. Duty to Maintain Leased Premises in Good Repair. During the continuance of this Lease, the Lessee must keep in good state of repair and in first class condition all fixtures and equipment that the Lessee brings, constructs or places on the Leased Premises. The Lessee may not suffer or permit the commission of any strip, waste or neglect of any building or other property. The Lessee must repair, replace and renovate the Leased Premises and all the property located on it as often as is necessary to keep these items in first class repair and condition.
- C. Quiet Enjoyment. The Lessee is entitled to quiet, undisturbed and continued possession of the Leased Premises and to be free from any claims against the Lessor and all persons claiming through the Lessor, as long as the Lessee has not defaulted on any provisions of this Lease.

X. INSURANCE AND INDEMNIFICATION.

- A. Insurance. Lessee shall obtain insurance in amounts, with companies and against such risks as may be reasonable acceptable to Lessor, in an amount of not less than One Million Dollars (\$1,000,000.00) and shall keep said insurance in force throughout the term of this Lease, naming Lessor and any mortgagee as additional insureds. Lessee shall provide Lessor and any Lender of Lessor with original certificates of insurance.
- B. Indemnification by Lessee. Lessee hereby agrees to indemnify, protect, defend and hold Lessor harmless from and against any and all claims, liens, actions, causes of action, loss, damage, injury, liability, costs or expenses of any nature whatsoever, including, but

not limited to, attorneys' and paralegals' fees (whether or not an action is commenced, whether incurred before, during or after trial, or upon any appellate level, or whether incurred in any administrative proceedings, or any proceeding in bankruptcy or insolvency) of any nature whatsoever arising or resulting from, pertaining to or connected with this Lease, Lessee's performance of its obligations hereunder, Lessee's use and occupation of the Leased Premises, or any personal injuries to any person or property damage which occur while Lessee is in possession of the Leased Premises, or arising from or as a result of Lessee's use and occupation thereof.

XI. HAZARDOUS SUBSTANCES.

Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Leased Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Leased Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Leased Premises during the term of this Lease, by or for Lessee, or any third party. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Leased Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Leased Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall indemnify,

defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Leased Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Leased Premises from adjacent properties). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by lessor and lessee shall release lessee from its obligations under this lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement. Notwithstanding anything to the contrary, Lessee shall be permitted to use liquefied natural gas (LNG) on the Premises, provided that such use conforms to the Nation Fire Protection Association's (NFPA) Standards 54 and 58 and the American National Standards Institute's (ANSI) Standards 21 and 83.

## XII. ASSIGNMENTS

- A. **Validity of Assignments.** The Lessee may only assign this Lease with the written consent of the Lessor, but no assignment or transfer is valid unless the assignee expressly assumes and agrees to perform every provision of this Lease to which the Lessee agrees. The assumption must be written into the assignment instrument or must be made by separate written agreement, and it must be executed so as to entitle it to be recorded. No assignment is valid unless the assignment and assumption agreement are promptly filed for record in the Office of the Clerk of the Circuit Court in and for Sarasota County, Florida, and an executed original of it is delivered to the Lessor.

- B. **Statement of Lease Status.** The Lessor and the Lessee are entitled to demand from each other a statement of the status of this Lease. The party who demands this statement must notify the other in writing. Within twenty (20) days after receiving that written notice, the other party shall deliver a written statement indicating that the lease is in good standing or describing the reasons that it is not. Failure to give this written reply within that period constitutes a representation that the lease is in good standing, on which any person may rely within twenty (20) days after the expiration of the twenty (20) day notice period. The notice or the reply is deemed given, and time begins to run, when the notice or the reply is deposited in the U.S. mail, with sufficient postage prepaid, and addressed to the appropriate party at the place and in the manner prescribed for giving notice under this Lease.
  
- C. **Effect of Assignment on Lessee's Interest.** If the Lessee assigns the interest in this Lease, the Lessee's liability for performance of any provisions of this Lease that are to be performed by the Lessee will remain in full force and effect.

XIII. LESSOR'S REMEDIES

- A. **Available Rights and Remedies.** During the continuance of this Lease, the Lessor is entitled to all rights and remedies provided under this Lease and the laws of Florida. The parties acknowledge that the relationship between them is that of the Lessor and the tenant, and the Lessee specifically acknowledges that all statutory proceedings in Florida regulating the landlord-tenant relationship with respect to possession of the premises accrue to the landlord under this Lease.
  
- B. **Cumulative Rights and Remedies.** All rights and remedies accruing to the Lessor are cumulative. The Lessor may pursue these rights in any order that the Lessor desires and that the law permits,

without being compelled to resort to any one remedy before another.

- C. **Satisfaction Against Lessee.** The Lessor will look solely to the interest of the Lessee for the satisfaction of any remedy under this Lease. The Lessor will not look to any other assets of the Lessee or of any other person, firm or corporation. If the Lessee assigns its leasehold interest to the Lessor, the Lessee will be completely relieved of all liability under this Lease, regardless of whether that liability has accrued at the time of the assignment and whether a cause of action exists at such time or arises subsequently. This exculpation of liability is absolute and without any exception.
  
- D. **Right of Entry.** The Lessor and the Lessor's agents are entitled to enter the Leased Premises at all reasonable times to examine the condition and use of it. If the Lessor elects to make emergency repairs, the Lessor's action does not excuse the Lessee's obligation to repair the premises. On the Lessor's demand, the Lessee must immediately reimburse the Lessor for the cost and expense of emergency repairs.

XIV. **DEFAULT CLAUSE.**

- A. **Remedies of Lessor.** If the Lessee defaults in the performance of any provision of this Lease that the Lessee is obligated to perform, the Lessor may declare the Lease term ended and may reenter the Leased Premises and any Improvements.
  
- B. **Time Limitations on Declaration of Default.** The Lessor may not declare this lease in default until that default has continued for thirty days after the respective due dates for the payment or thirty (30) days after any other act or failure to act which may constitute a default hereunder. The Lessor may not declare this Lease in default until that violation has continued for thirty (30) days after the Lessor has given the Lessee written notice of the violations.

XV. CONDEMNATION CLAUSE

- A. Effect of Condemnation. If during the continuance of this Lease, all or any part of the Leased Premises or any improvement or building on it is taken, appropriated or condemned because of eminent domain, any proceeds and awards from the condemnation proceedings will be equitably divided under the circumstances. If the parties are unable to agree on the division, abatement or adjustment within thirty (30) days after the condemnation has been made, the parties will submit the matters to a court having jurisdiction of the controversy in Sarasota County, Florida.
  
- B. Consideration for Leased Improvements. For condemnation purposes, the fact that the Lessee constructed the Improvements on the Leased Premises and that the Lessee has been deprived of the use of those buildings and Improvements for the remaining Lease term will be accounted for as an item of damage in determining the portion of the condemnation award to which the Lessee is entitled. The parties will share in the condemnation awards based on the extent to which their respective interests are depreciated, damaged or destroyed by the exercise of the right of eminent domain. If the condemnation is total, the condemnation award will be allocated so that the Lessor receives the value of the Improvements at the time of condemnation as if it were vacant property. The Lessee and Lessor will apportion the value of the buildings on the property between them after giving due consideration to the number of years remaining in the Lease term and the condition of the buildings at the time of condemnation.

XVI. DELIVERY OF POSSESSION ON TERMINATION.

- A. Lessee's Duty to Deliver Possession. On termination of this Lease, the Lessee shall surrender possession of the Leased Premises to the Lessor or to the Lessor's agent. Delivery will be made

peaceably and quietly of all Improvements and equipment that the Lessee may have brought, placed or constructed on the Leased Premises. Upon surrender of possession, the Leased Premises, including the Improvements must be clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Lessee shall repair any damage occasioned by the installation, maintenance or removal of trade fixtures, lessee owned alterations, utility installations, furnishings, and equipment. Lessee shall provide for the removal of any storage tank installed by or for Lessee, and for the removal, replacement, or remediation of any soil, material or groundwater contaminated by Lessee.

XVII. RIGHT OF FIRST REFUSAL.

- A. Lessee's Right to Purchase. The Lessor may not sell or grant options with respect to or otherwise dispose of the Leased Premises unless all of the following occur:
  - 1. The Lessor receives a good faith arm's length offer from an unaffiliated party for such sale or disposition.
  - 2. The Lessor has notified the Lessee in writing of the identity and address of the offeror and all of the provisions of the offer.
  - 3. The Lessor has afforded the Lessee a prior opportunity to purchase or to otherwise acquire the Leased Premises on the same provisions as those contained in the offer.
  
- B. Notice of Offer. The Lessor must give the Lessee written notice of the offer within ten (10) days after receipt of the offer.

- C. Exercise of Right of First Refusal. The Lessee must exercise its right of first refusal to purchase under this article by written notice given within thirty (30) days from receipt of the Lessor's notice of the offer. The notice must set forth the time of closing and a place of closing, which may not be more than fifty (50) miles from the Leased Premises without the Lessor's consent. The time of the closing must be designated in the notice, but it may not be later than sixty (60) days after the notice is given. If the Lessee fails to exercise its right of first refusal and if the Lessor does not subsequently sell or dispose of the Leased Premises under the terms of the offer, the prohibition against the Lessor's sale or other disposition continues in full force and effect. The Lessee's right of first refusal to purchase will apply to any subsequent offer.
  
- D. Closing Requirements. At the closing conference the Lessee must pay to the Lessor, by certified check or an official check of a bank or trust company, the applicable purchase price. The Lessor must convey good and marketable title of the Leased Premises to the Lessee free and clear of all encumbrances and title defects, except those that arose at the Lessee's request or because of the Lessee's tenancy. The Lessor and the Lessee shall execute all documents that are necessary to close the sale and to transfer title.

XVIII. MISCELLANEOUS PROVISIONS.

- A. Lessor's Encumbrances. The Lessor shall keep all existing encumbrances in good standing. The Lessor may not further encumber the Leased Premises or permit the Leased Premises to be encumbered except as the Lessor is permitted to do so under the provisions of this Lease.
  
- B. Excused Delays in Performance. If either party is delayed in or prevented from the performance of any act required under this Lease because of strikes; lockouts; labor troubles; inability to procure materials; failure of power; restrictive government laws or

regulations; riots; insurrection; the act, failure to act or default of the other party; war; or any other reason beyond their control, performance of that act will excused for the period of the delay. The period for the performance of any such act is extended for a period equivalent to the period of the delay.

C. **Certifications to Mortgagees or Purchasers.** Either party may request in writing that the other party certify information to a prospective mortgagee or purchaser. Such a certificate may be relied on by the party who requested it and any other person, firm or corporation to whom it is exhibited or delivered, and the contents of the certificate will be binding on the party executing it. Within thirty days after receipt of the written request, the other party must, without charge, certify to the following by a written instrument duly executed and acknowledged to any mortgagee, purchaser or any other person, firm or corporation specified in the request:

1. The extent to which this Lease has been supplemented or amended, and if so, the substance and manner of that supplement or amendment.
2. The validity and force and effect of this Lease, in accordance with its tenor as then constituted.
3. The existence of any default under this Lease.
4. The existence of any offsets, counter-claims or defenses the part of the other party.
5. The commencement and expiration dates of the term of this Lease.
6. Any other matters as may reasonably be requested.

- D. **Binding Provisions.** All provisions expressly provided in this Lease or implied by law are covenants running with the land, and they attach, bind, and inure to the benefit of the Lessor, Lessee and their respective heirs, legal representatives, successors and assigns, except as otherwise provided in this Lease.
  
- E. **Waivers.** No waiver of a breach of any of the provisions of this Lease may be construed to be a waiver of any succeeding breach of the same covenant.
  
- F. **Modifications, Releases, Discharges and Waivers.** No modification, release discharge or waiver of any provision of this Lease will be of any effect unless it is in writing and signed by the Lessor and Lessee or their authorized agents or attorneys.
  
- G. **Entire Agreement.** This Lease contains the entire agreement between the parties as of this date. The execution of this Lease has not been induced by either party by representations, promises or understandings not expressed in this Lease. No collateral agreements, stipulations, promises or undertakings exist with regard to the subject matter of this Lease that are not expressly contained in it.
  
- H. **Notices.** If either party desires to give notice to the other under this Lease, the notice must be given by registered mail. It is deemed given when it has been deposited in the U.S. Mail, with sufficient postage prepaid, and address as follows:

- 1. For the Lessor: 201 Selma Avenue  
Englewood, Florida 34223.
  
- 2. For the Lessee: 403 Boundary Boulevard  
Rotonda, Florida 33947

The parties may change the place at which notice is to be given. The change will be effective only if accomplished by written notice given in the manner set forth in this paragraph.

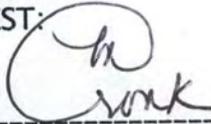
- I. **Governing Law.** All of the rights and remedies of the respective parties are governed by the laws of Florida.
- J. **Attorneys' Fees.** In the event it shall be necessary for either party to this Lease to bring suit to enforce any provision hereof, the prevailing party shall be entitled to recover from the other in addition to any damages or other relief granted as a result of such litigation, all costs ad expenses of such litigation and reasonable attorneys' fees (including attorney and paralegal fees and costs of appeals) as fixed by the Court.
- K. **Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be taken to be an original, and all collectively deemed one instrument.

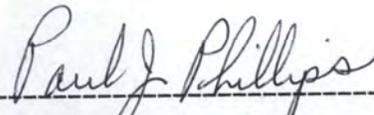
Having reviewed all of the Lease provisions, and having full benefit of counsel, the Lessor and Lessee execute this Lease on 3/16/06 in the presence of the following witnesses.

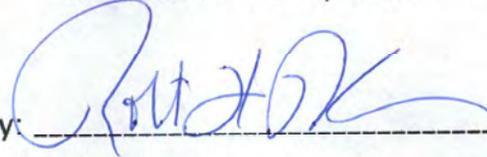
Signed, sealed and delivered  
in the presence of:

ENGLEWOOD WATER DISTRICT

ATTEST:

By:   
Secretary to the Board

By:   
Chairman, Board of Supervisors

By: 

*M Cronk*

Robert H. Berntsson  
Attorney

Witness  
Printed Name: MAUREEN CRONK

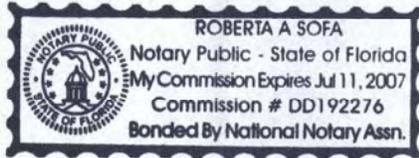
*Robin Sofa*

Witness  
Printed Name: ROBIN SOFA

STATE OF FLORIDA  
COUNTY OF SARASOTA

SWORN TO AND SUBSCRIBED before me this 16<sup>th</sup> day of MARCH, 200    by Paul J. Phillips as Chairman of The Board of Supervisors, on behalf of The Englewood Water District and MAUREEN CRONK, Secretary to the Board, who are personally known or who produced \_\_\_\_\_ as identification.

*Roberta A. Sofa*  
NOTARY PUBLIC



*Esther E. Jacobs*  
Witness  
Printed Name: ESTHER E. JACOBS

By: Denise Hawken  
Englewood Area Fire Control District

*Michael Bonakoste*  
Witness  
Printed Name: Michael Bonakoste

SWORN TO AND SUBSCRIBED before me this 9<sup>th</sup> day of March, 2006 by Demese Huskins as Chairman of Englewood Area Fire Control District, who is personally known or who produced \_\_\_\_\_ as identification.

*Paulette Tomlinson*

NOTARY PUBLIC



## GROUND LEASE EXTENSION AGREEMENT

This Ground Lease Extension Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Englewood Water District, a political subdivision of the State of Florida (hereinafter referred to as the "Lessor" or "EWD"), whose mailing address is 201 Selma Avenue, Englewood, Florida 34223, and the Englewood Area Fire Control District, a political subdivision of the State of Florida (hereinafter referred to as the "Lessee" or "EFD"), whose mailing address is 579 S. Indiana Ave., Englewood, Florida 34223. The Parties acknowledge that the Lessee's mailing address set forth in the original Ground Lease is hereby updated to reflect the Lessee's current address, and such updated address shall be used for all purposes of this Ground Lease Extension Agreement. The Lessor and the Lessee may be referred to collectively as the "Parties" or individually as a "Party."

### RECITALS

**WHEREAS**, Lessor and Lessee entered into that certain Ground Lease Agreement dated March 16, 2006 (the "Original Lease"), for the purpose of constructing, maintaining, and operating a fire training facility located in Sarasota County, Florida; and

**WHEREAS**, the Original Lease provided for a twenty (20) year term commencing on March 16, 2006, and expiring on March 15, 2026; and

**WHEREAS**, the Original Lease did not provide for an automatic renewal or extension of the lease term; and

**WHEREAS**, the Parties now mutually desire to extend the term of the Original Lease for an additional twenty (20) years, subject to the terms, covenants, and conditions of the Original Lease, as expressly modified by this Agreement; and

**WHEREAS**, the Parties desire to set forth certain additional rights and obligations related to early termination and the hosting of events on the leased premises.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **1. Extension of Term**

The term of the Original Lease is hereby extended for an additional twenty (20) years, commencing on March 16, 2026, and expiring on March 15, 2046 (the "Extended Term"), unless earlier terminated in accordance with the provisions of the Original Lease or this Agreement.

#### **2. Effect of Extension**

Except as expressly modified by this Agreement, all terms, covenants, conditions, representations, warranties, rights, and obligations contained in the Original Lease shall remain unchanged, in full

force and effect, and are hereby ratified, affirmed, and confirmed by the Parties as if fully set forth herein.

### **3. Early Termination by Lessor**

Notwithstanding anything to the contrary contained in the Original Lease or this Agreement, the Lessor shall have the right to terminate the Original Lease, as extended hereby, for any reason or no reason, upon providing the Lessee with not less than three (3) years' prior written notice of termination. Such termination shall become effective upon the expiration of the three-year notice period, unless otherwise agreed to in writing by the Parties. Upon termination, the Lessee shall surrender the leased premises and comply with all restoration, removal, and surrender obligations set forth in the Original Lease.

### **4. Permitted Events; Notice, Approval, and Insurance Requirements**

In addition to the use as a fire training facility permitted under the Original Lease, the Lessee may also conduct demonstrations, educational programs, and similar activities (collectively, "Events") on the leased premises, provided such Events are consistent with the purpose of the fire training facility and do not materially interfere with or adversely impact the Lessor's operations, property, infrastructure, water quality, or regulatory compliance. The Lessee shall provide the Lessor with written notice of any proposed Event at least thirty (30) days prior to the scheduled date, which notice shall include a general description of the Event, the anticipated number of participants, the duration, and a description of any materials, substances, equipment, or firefighting agents to be used. The Lessor may reasonably object to or impose reasonable conditions on an Event if the Lessor determines that the Event presents a material risk to public health, environmental compliance, water resources, property, or the Lessor's operations, and any such objection or conditions shall be communicated to the Lessee in writing. As a condition to hosting any Event, the Lessee shall, at its sole cost and expense, maintain all insurance required under the Original Lease, ensure that such coverage applies to the Event, and provide certificates of insurance upon request; provided, however, that any requirement for additional or increased insurance coverage, limits, or endorsements shall be reasonable and commensurate with the nature and risk of the proposed Event.

### **5. Hazardous Substances – Inclusion of PFAS**

The hazardous substances provisions of the original Ground Lease remain in full force and effect, and this Section supplements them by assigning EFD sole responsibility for, and all costs, liabilities, and risks relating to, per- and polyfluoroalkyl substances ("PFAS"), whether known or unknown. EFD shall indemnify, defend, and hold harmless EWD from any claims, losses, or expenses, including attorneys' fees, arising from PFAS. EWD shall have no financial or other obligations with respect to PFAS.

**6. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, legal representatives, and permitted assigns, in accordance with the terms of the Original Lease.

**7. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law principles. Venue for any legal action arising out of or relating to this Agreement shall lie exclusively in Sarasota County, Florida.

**8. Counterparts; Electronic Signatures**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by facsimile shall be deemed to have the same force and effect as original signatures.

**INTENTIONALLY LEFT BLANK  
SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the Parties hereto have caused this Ground Lease Extension Agreement to be executed by their duly authorized representatives as of the day and year first written above. Signed and sealed in the presence of the following witnesses:

Witness Signature Monica Jones

Print Name: Monica Jones

Witness Signature Bernadette Kerr

Print Name: Bernadette Kerr

**ENGLEWOOD AREA FIRE CONTROL DISTRICT**

Signature: Kevin Easton

Kevin Easton, Fire Chief

**STATE OF FLORIDA §  
COUNTY OF SARASOTA §**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 29<sup>th</sup> day of January, 2026, by Kevin Easton, as Fire Chief of the Englewood Area Fire Control District. He is personally known to me or has produced \_\_\_\_\_ as identification.

Kristal Powell  
Notary Public Signature

Printed Name: KRISTA L. POWELL

Commission No.: HH 350698

My Commission Expires: 04/25/2027



**KRISTAL. POWELL**  
Commission # HH 350698  
Expires April 25, 2027

[District's Signature Page Follows]

**ENGLEWOOD WATER DISTRICT**

Signature: \_\_\_\_\_  
Taylor Meals, Board Chair

**ATTEST:**

Signature: \_\_\_\_\_  
Keith R. Ledford, Jr., Administrator

**APPROVED AS TO FORM AND CORRECTNESS:**

Signature: \_\_\_\_\_  
Robert Berntsson, Esq., District Attorney

**STATE OF FLORIDA §  
COUNTY OF SARASOTA §**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2026, by Taylor Meals, as Board Chair of the Englewood Water District. He is personally known to me or has produced \_\_\_\_\_ as identification.

**Notary Public Signature**

Printed Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**BOARD AGENDA ITEM SUMMARY**

**7c**

**MEETING DATE:** February 12, 2026

**SUBJECT:** Innovative Contractors

**CATEGORY:**                 Consent

     Discussion

  X   Action Item

**CONTACT PERSON:** Dewey Futch

**DEPT:** Water Operations Manager

**ITEM:** Innovative Contractors

**PURPOSE / JUSTIFICATION:** Approval is requested for confined-space services to remove, fabricate, and install three (3) 12-inch 316L stainless steel pipe spools for Filter Tank 1 (Side B) and Filter Tank 2 (Sides A and B) at the Lime Plant. Work includes installation through the filter walls to the first flanged fitting, injection grouting, drilling and epoxying anchors, repositioning existing exterior piping, and installation of a new exterior pipe stand. The subject pipes have been migrating through the filter walls for several years, consistent with a prior failure at Filter #1, Side A. That condition was successfully corrected using the same repair method now proposed. Failure to complete this repair will result in continued pipe movement and eventual filter failure. Loss of a filter would reduce the Lime Plant’s water production and affect the overall blend ration between the R/O Plant and the Lime. Innovative Contractors has provided staff an estimate in the amount of \$55,273.29, piggybacking City of Venice Contract No. RFP 3144-23 (expires April 4, 2026), to complete the required work. This expenditure exceeds the Administrator’s approval authority and requires Board approval.

**FISCAL IMPACT:** 500467-530-101

**Budget Resolution Required:**     yes   X  no

Amount Budgeted:	\$ 1,546,927.00
Year to Date Expenditure:	\$ (305,930.78)
Open POs	\$ (637,867.97)
<u>Expenditure Required:</u>	<u>\$ (55,723.29)</u>
Remaining in Budget:	\$ 547,404.96

**MOTION:** To approve the required work to be completed by Innovative Contractors in the amount of \$55,273.29, piggybacking City of Venice Contract No. RFP 3144-23, based on Estimate #4794 dated 2/4/26.

**Prepared By:** Ashley Aguiar

**Date:** February 5, 2026

**Approvals:**

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Finance

\_\_\_\_\_  
Water Operations

\_\_\_\_\_  
Wastewater Operations

**ACTION TAKEN BY BOARD:**      Denied      Approved / **Resolution No:** \_\_\_\_\_

**ATTACHMENTS:**

- Executed PAF
- Procurement Memo – Filter Tank Repairs
- Executed – City of Venice – RFP 3144-23 – Piggyback (***distributed electronically***)



# ENGLEWOOD WATER DISTRICT

**PROCUREMENT APPROVAL FORM** *(To be completed when requisition is above requester's procurement authority level)*

REQUESTER: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

REQUESTER APPROVAL AUTHORITY (\$): \_\_\_\_\_ COST OF REQUISITION (\$): \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_ CREDIT CARD PURCHASE (Y/N)?: \_\_\_\_\_

ACCOUNT #: \_\_\_\_\_ BUDGETED ITEM (Y/N)?: \_\_\_\_\_

REMAINING BALANCE IN ACCOUNT BEFORE PURCHASE (\$): \_\_\_\_\_

**DESCRIPTION OF REQUISITION:** Use additional sheets of paper, if needed. Please attach estimate. Any purchases over \$10,000 will still be subject to 3 written quotes, bids, proposals, piggybacks, etc. Any purchases over \$50,000 will still need Board Approval. **For PO's using multiple departments' accounts, please list the account numbers and balances in this section and have the relevant dept. managers (following their procurement authority and chain of command) sign off below.**

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

**ANY PROCUREMENT OVER \$10,000:** Have Purchasing complete procurement method and sign-off before Supervisory approval.

PROCUREMENT METHOD: \_\_\_\_\_

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

\_\_\_\_\_  
PROCUREMENT MANAGER SIGNATURE

\_\_\_\_\_  
MANAGER'S SIGNATURE

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

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

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

\_\_\_\_\_  
ADMINISTRATOR'S SIGNATURE *(For requisitions above \$5,000)*

Please attach the completed and signed Procurement Approval Form and estimate, in SAP when the requisition is generated for the purchase. When purchasing by PO, a PO must be in place **before** the order is placed.



# ESTIMATE

Date	Estimate #
2/4/2026	4794

**Customer:**  
 Englewood Water District  
 201 Selma Avenue  
 Englewood, Florida 34223

**Project:**

General Contractor: CGC1527276  
 Plumbing Contractor: CFC1428400  
 Underground Utility Contractor: CUC1224694

Work Order #	Rep

Qty	Unit Price	Description	Amount	Mark-up	Total
		Service with confined space to remove, fabricate and install (3) 12" stainless steel spools from inside the filter tank through the wall to the first flanged fitting for Filter Tank 1 Side B, Filter Tank 2 Sides A & B. This includes injection grout of new spool, drill pin and epoxy all anchors inside and out, repositioning old line outside filter tank and new pipe stand for the Englewood WTP. All materials will be 316L stainless steel.			
		Pricing using - Per Contract RFP 3144-23 for the City of Venice			
300	98.00	Line 9: Certified Welder	29,400.00		29,400.00
24	190.00	Line 66: Crane - 14 Ton	4,560.00		4,560.00
24	65.00	Line 67: Utility Mechanical Boom Truck	1,560.00		1,560.00
1	17,957.54	Line 70: Materials Markup - Not to Exceed 10%	17,957.54	10.00%	19,753.29

<b>Subtotal</b>		<b>\$55,273.29</b>
<b>Sales Tax (0.0%)</b>		\$0.00
<b>Total</b>		<b>\$55,273.29</b>

THIS ESTIMATE IS VALID FOR 30 DAYS

**AGREEMENT TO PIGGYBACK**  
**CITY OF VENICE Contract No. RFP #3144-23**  
**Continuing Contract for Scheduled and Emergency Repairs for City of Venice Infrastructure**

**THIS AGREEMENT** is made as of **February \_\_, 2026**, between **Englewood Water District**, a Florida Special District, whose address is 201 Selma Ave, Englewood, FL 34223 (hereinafter referred to as the “**DISTRICT**”), and **Innovative Contractors, Inc.** whose address is 104 Palmetto Road West, Nokomis, FL 34275 (“**CONTRACTOR**”).

**WHEREAS**, **CONTRACTOR**, entered into a Contract dated April 5, 2023 with City of Venice (“**City**” or “**CONTRACTING ENTITY**”) resulting from the award of the **CONTRACTING ENTITY’S** Solicitation RFP #3144-23. The Contract is included here as Attachment ‘**A**’.

**WHEREAS**, The **DISTRICT**, has the legal authority to “piggyback” a contract procured by another government entity when seeking to utilize the same or similar services provided by the said contract; and

**WHEREAS**, the **DISTRICT** desires to “piggyback” the above referenced Contract (Attachment ‘**A**’) between the **CONTRACTOR** and the **CONTRACTING ENTITY** for utilization of the same or similar services for Scheduled and Emergency Repairs for Infrastructure and the **CONTRACTOR** consents to the aforesaid “piggybacking”.

**NOW THEREFORE**, having found it to be in the public interest,

1. **Affirmation.** The **CONTRACTOR** affirms and ratifies the terms and conditions of the above referenced Contract with the **CONTRACTING ENTITY** and agrees to perform the services set forth herein for the **DISTRICT** in accordance with the terms of said Contract through the ending date of the Contract.

2. **Changes.** Services shall be provided in accordance with the terms of the Contract with **CONTRACTING ENTITY** except for the following changes. All other terms shall remain.

- a. **Point of Delivery.** Services for the **DISTRICT** shall be made to the locations as designated by the **DISTRICT**.
- b. **Party Substitution.** References to “City of Venice” shall be replaced with “Englewood Water District”.

3. **Term.** This Agreement is effective through April 4, 2026, current effective date of the City’s Contract. Should the City’s Contract be extended (option to extend two additional one year periods to April 4, 2028), this Agreement will also be extended.

4. **Amendment.** Any Amendments to “piggybacked” Contract between **CONTRACTOR** and **CONTRACTING ENTITY** shall be automatically incorporated into this piggyback Agreement.

5. **Purchase Order Administration.** This Agreement will be administered through the District’s purchase order process. The District’s Terms and Conditions of Purchase shall apply to all

purchase orders issued pursuant to this Agreement and shall supplement, but not supersede, the terms of the piggybacked Contract, except where required by applicable law.

6. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

7. **Compliance with Laws.** The CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, orders and decrees of any lawful authorities having jurisdiction over the matter at issue including the Florida Public Record Laws, Chapter 119.

**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, ENGLEWOOD WATER DISTRICT, 201 SELMA AVE, ENGLEWOOD, FL 34223, (941) 460-1003; E-MAIL: [publicrecordrequests@englewoodwater.com](mailto:publicrecordrequests@englewoodwater.com)**

8. **Notices.** Any notice, demand, communication, or request required or permitted hereunder shall be sent by e-mail or certified mail, return receipt requested to:

**As to the DISTRICT:**

**Bee Ling Wheaton**  
Procurement Manager  
Englewood Water District  
201 Selma Ave  
Englewood, FL 34223  
Tel: (941) 460-1014  
Email: [bwheaton@englewoodwater.com](mailto:bwheaton@englewoodwater.com)

**As to the CONTRACTOR:**

**Jason Tison**  
President  
Innovative Contractors  
104 Palmetto Road West  
Nokomis, FL 34275  
Tel: (941) 375-8668  
Email: [info@innovative-contractors.com](mailto:info@innovative-contractors.com)

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date stated in the preamble to the Agreement.

**FOR ENGLEWOOD WATER DISTRICT**

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

Name: Keith R. Ledford, Jr., P.E.

Title: Administrator

**FOR INNOVATIVE CONTRACTORS, INC.**

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

Name: Jason Tison

Title: President

**CONTRACT**

THIS CONTRACT, is made and entered into this 5<sup>th</sup> day of April, 2023, by and between the City of Venice, Florida, hereinafter referred to as the City, and Innovative Fabricators of Florida, Inc., hereinafter referred to as the Contractor.

W I T N E S S E T H:

THAT FOR and in consideration of the mutual covenants and obligations hereafter set forth, the parties hereto agree as follows:

(1) The Contract Documents consist of this Contract, the City's Request for Proposal (RFP) # **3144-23** Continuing Contract for Scheduled and Emergency Repairs for City of Venice Infrastructure, Contractor's submittal for RFP #3144-23, all of which are incorporated herein by reference. All of the Contract Documents are made a part of this Contract.

(2) The Contractor shall perform all the work required by the Contract Documents and shall include installation of the listed items on an as-needed basis per the bid specifications.

(3) The Term of this Contract shall be for a three (3) year period, commencing on the effective date, and terminating three (3) years from that date. The City may, at its discretion and with the consent of the Contractor, renew the Contract under all of the terms and conditions contained in this Contract for two (2) additional one (1) year periods. The City shall give the Contractor written notice of the City's intention to extend the Contract term not less than thirty (30) days prior to the end of the Contract term then in effect. Requests for consideration of a price adjustment must be made, in writing, to the City's Procurement Manager within ten (10) days of the City's issuance to the Contractor of its intent to extend the Contract term as provided for herein.

(4) The City shall pay the Contractor for the performance of the work, in accordance with Exhibit A, subject to the terms and conditions of the Contract Documents and any written amendments. Contractor shall issue an invoice, consistent with the prices provided in Exhibit A, to the City setting forth the work completed to-date by the Contractor.

(5) Time is of the essence in this Contract. Before any work is commenced by Contractor under this Contract, the City will issue a Purchase Order to the Contractor specifying the work it is requesting the Contractor to complete. Contractor shall not perform any work prior to being issued a Purchase Order from the City. Further, Contractor shall not perform any additional work without an authorized change order to an issued Purchase Order.

(6) In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or workers' representatives, except subcontracts for standard commercial supplies or raw materials.

(7) Contractor must secure and maintain any and all permits and licenses required to complete the work under this Contract, unless the Contract Documents provide otherwise.

(8) Throughout the term of this Contract the Contractor must maintain insurance in at least the amounts and coverage required as shown in Exhibit B. The Contractor must provide a Certificate of Insurance to the City evidencing such coverage prior to issuance of a Purchase Order by the City.

(9) Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the services of this Contract; upon the request of the City's Custodian of Public Records, by providing the City with copies of or access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the City; and upon completion of the Contract by transferring, at no cost, to City all public records in possession of Contractor or by keeping and maintaining all public records required by the City to perform the services of this Contract. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**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 CITY'S CUSTODIAN OF PUBLIC RECORDS KELLY MICHAELS, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, [KMICHAELS@VENICEFL.GOV](mailto:KMICHAELS@VENICEFL.GOV).**

(10) E-Verify. Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the City 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 of Section 448.095, F.S., apply to this Contract. Notwithstanding, if the City has a good faith belief that Contractor has 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 Contract, the City shall terminate the Contract. If the City has a good faith belief that a subcontractor performing work under this Contract 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 Contract, the City shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract based on Contractor's failure to comply with the E-Verify requirements referenced herein.

(11) Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any kind brought on account of any injuries or damages received or sustained by any person or property by or from the Contractor or in consequence of any neglect in safeguarding the work; or by the use of any unacceptable materials related to the work; or on account of any act or omission, neglect or misconduct of the Contractor; or on account of any claim or amounts received under the "Workers' Compensation Law" or any other laws or ordinances, except only such injury or damage as shall have been caused by the negligence of the City. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

(12) Contractor shall be responsible for compliance with the requirements under Chapter 556, Florida Statutes, the "Underground Facility Damage Prevention and Safety Act." Contractor's obligations to defend, indemnify, and hold harmless the City, as provided for under Section 10 of this Contract, shall specifically apply to any violations alleged against the City under the Underground Facility Damage Prevention and Safety Act related to the performance of the work under this Contract. Contractor acknowledges that included in the various items of the proposal and in the total bid price, are costs for complying with the Florida Trench Safety Act (90-96 Laws of Florida) effective October 1, 1990.

(13) Termination. This Contract may be terminated by the City without cause, by giving thirty (30) days prior written notice to Contractor of the intention to cancel; or with cause at any time Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of Contractor to comply with any of the provisions of this Contract shall be considered a material breach of Contract and shall be cause for immediate termination of the Contract at the discretion of the city. This Contract may be terminated by the Contractor only by mutual consent of both parties. If this Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

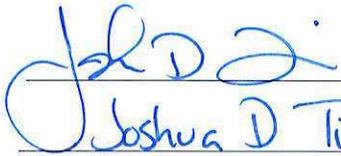
(14) This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The sole and exclusive forum, venue and jurisdiction for any action arising from this Contract shall be in the 12<sup>th</sup> Judicial Circuit in and for Sarasota County, Florida.

(15) This Contract and the Contract Documents constitute the entire Contract of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This Contract shall be binding upon the successors and assigns of the parties.

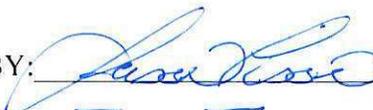
IN WITNESS WHEREOF, the parties to the Contract have hereunto set their hands and seals and have executed this Contract, the day and year first above written.

ATTEST:

INNOVATIVE FABRICATORS OF FLORIDA, INC.

  
\_\_\_\_\_  
Joshua D Tison

Signed by (typed or printed)

BY:   
\_\_\_\_\_  
Jason Tison

Signed by (typed or printed)

(SEAL)

ATTEST:

CITY OF VENICE  
IN SARASOTA COUNTY, FLORIDA

  
\_\_\_\_\_  
KELLY MICHAELS, CITY CLERK

BY:   
\_\_\_\_\_  
BY: Nick Pachota (Apr 5, 2023 14:27 EDT)  
NICK PACHOTA, MAYOR

Approved as to Form and Correctness

Kelly M. Fernandez  
Kelly M. Fernandez (Apr 5, 2023 15:20 EDT)  
\_\_\_\_\_  
KELLY M. FERNANDEZ, CITY ATTORNEY

**EXHIBIT A**  
**FEE SCHEDULE**

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE <sup>(1)</sup>
<b>PERMITTING</b>			
1	Permit Allowance	Cost	Reimbursed at Cost
<b>LABOR</b>			
2	Estimator	Hour	\$ 85.00
3	Expeditor	Hour	\$ 80.00
4	Foreman	Hour	\$ 75.00
5	Equipment Operator	Hour	\$ 60.00
6	Truck Driver	Hour	\$ 60.00
7	Laborer	Hour	\$ 58.00
8	Skilled Laborer	Hour	\$ 60.00
9	Certified Welder	Hour	\$ 98.00
10	Emergency Repair Markup – Not to Exceed 10%	Percentage	10 %
<b>AUDIO-VIDEO RECORDING</b>			
11	Audio-Video Recording	Per Job	N/A
<b>MAINTENANCE OF TRAFFIC</b>			
12	Maintenance of Traffic Allowance	Cost	Reimbursed at Cost
<b>EQUIPMENT <sup>(2)</sup></b>			
13	Equipment Truck	Hour	\$ 50.00
14	Trailer	Hour	\$ 15.00
15	Tanker Trailer with Tractor	Hour	@ Subcontractor Cost
16	Grade Tractor	Hour	N/A
17	Lowboy with Tractor	Hour	N/A
18	Single Axle Transport	Hour	N/A
19	Tandem Axle Transport	Hour	N/A
20	Tri-Axle Axle Transport	Hour	N/A
21	Tandem Axle Dump Truck	Hour	N/A
22	Tri-Axle Dump Truck	Hour	N/A
23	Tractor with Street Broom	Hour	N/A
24	Small Loader	Hour	@ Subcontractor Cost
25	Large Loader	Hour	@ Subcontractor Cost
26	Auger Truck (pole)	Hour	N/A
27	Dozer	Hour	N/A
28	Skid Loader	Hour	\$ 38.00
29	Light Tower	Hour	@ Subcontractor Cost
30	Cement Mixer	Hour	N/A

31	Air Compressor with Jack Hammer and Hoses	Hour	@ Subcontractor Cost
32	Trench Box	Hour	@ Subcontractor Cost

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
<b>EQUIPMENT (Continued) <sup>(2)</sup></b>			
33	Temporary Concrete Barrier Walls (set up and delivery included)	Hour	@ Subcontractor Cost
34	Crossing Plate 4' X 4'	Hour	@ Subcontractor Cost
35	Crossing Plate 8' X 12'	Hour	@ Subcontractor Cost
36	Chain Saw	Hour	\$ 15.00
37	Cut off Saw (pipe saw)	Hour	\$ 15.00
38	Street Saw (self-propelled)	Hour	@ Subcontractor Cost
39	Pipe Laser	Hour	@ Subcontractor Cost
40	Pipe Tapping Machine	Hour	@ Subcontractor Cost
41	3.5 KW Generator	Hour	\$ 15.00
42	5 KW Generator	Hour	\$ 15.00
43	25 KW Generator	Hour	\$ 25.00
44	Compactor	Hour	\$ 15.00
45	Roller	Hour	N/A
46	Milling Machine	Hour	N/A
47	Well Pointing Equipment	Hour	@ Subcontractor Cost
48	Hand Test Pump	Hour	@ Subcontractor Cost
49	Test Pump	Hour	@ Subcontractor Cost
50	Jet Pump	Hour	@ Subcontractor Cost
51	3" Pump with Hoses	Hour	\$ 15.00
52	4" Double Diaphragm Pump with Hoses	Hour	\$ 24.00
53	4" Vacuum Pump with Hoses	Hour	\$ 24.00
54	6" Vacuum Pump with Hoses	Hour	\$ 28.00
55	8" Hydraulic Pump with Hoses	Hour	\$ 32.00
56	Pumper Truck	Hour	\$167.00
57	Water Tank Truck (3,000 gallon)	Hour	N/A
58	Jetter Vacuum Truck (16 yards)	Hour	\$175.00

59	Tracked Hydraulic Excavator: Compact HP 25-30 gross, Digging Reach 15', Operating Weight 3,500 lbs. with front grading blade	Hour	\$ 62.00
60	Tracked Hydraulic Excavator: Light HP 50 gross, Digging Reach 18', Operating Weight 18,000 lbs. with front grading blade	Hour	N/A
61	Tracked Hydraulic Excavator: Medium HP 92 gross, Digging Reach 25', Operating Weight 32,000 lbs. with front grading blade	Hour	N/A
62	Tracked Hydraulic Excavator: Large	Hour	N/A
63	Rubber Tire Backhoe Loader: 4WD HP 83 gross, Front Loader Capacity 5,000 lbs., Operating Weight 14,500 lbs., Backhoe Bucket Capacity 1 cubic yard, Digging Depth 14'	Hour	N/A
64	HDPE Butt-Fusion or Electro Fusion Welder	Hour	\$ 45.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
<b>EQUIPMENT (Continued) <sup>(2)</sup></b>			
65	Fabrication Welding Equipment	Hour	\$ 65.00
66	Crane – 14 Ton	Hour	\$190.00
67	Utility Mechanical Boom Truck	Hour	\$ 65.00
68	Confined Space Equipment	Hour	\$ 40.00
<b>SUBCONTRACTOR AND MATERIALS</b>			
69	Subcontractor – Not to Exceed 10%	Percentage	10 %
70	Materials Markup – Not to Exceed 10%	Percentage	10 %

## EXHIBIT B

### INSURANCE REQUIREMENTS

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED** for **Commercial General Liability** and **Business Auto Policy**.
2. The City of Venice shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

*The City of Venice  
401 W. Venice Avenue  
Venice, FL 34285*

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The “Acord” certification of insurance form shall be used.
4. Required Coverage
  - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$ 1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the Contractor)
  - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
  - c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
5. Policy Form:
  - a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
  - b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided

on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

- c) Each insurance policy required by this Contract shall:
  - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
  - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
- d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
- e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the Contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the Contractor until such time the Contractor shall furnish additional security covering such claims as may be determined by the City.
- g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
- i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
- j) All property losses shall be payable to, and adjusted with, the City.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2023

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

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

<b>PRODUCER</b> Atlas Insurance Agency 7120 Beneva Road Sarasota FL 34238	<b>CONTACT NAME:</b> Leah Folkert	
	<b>PHONE (A/C, No, Ext):</b> 941-366-8424	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> lfolkert@atlasinsuranceagency.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Westchester Surplus Lines Ins.		10172
<b>INSURER B :</b> BUSINESSFIRST INS CO		11697
<b>INSURER C :</b> The Cincinnati Insurance Company		10677
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED** INNOFAB-01  
 Innovative Fabricators of Florida, Inc.  
 dba Innovative Contractors  
 104 Palmetto Road West  
 Nokomis FL 34275

**COVERAGES**

CERTIFICATE NUMBER: 516542508

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	ENP0565668	1/22/2023	1/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ENP0565668	1/22/2023	1/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ENP0565668	1/22/2023	1/22/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	521-19960	8/27/2022	8/27/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability			G73599428002	1/22/2023	1/22/2024	Each Occurrence 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is subject to policy forms, conditions &amp; exclusions.

The City of Venice, its Elected Officials, Officers, Agents and Employees, is included as Additional Insured as required by written contract, but limited to the operations of the insured under said contract, with respect to the General Liability and Auto Liability. A Waiver of Subrogation is granted in favor of Additional Insured as required by written contract but limited to the operations of the Insured under said contract with respect to General Liability, Auto Liability and Workers' Compensation and Employer's Liability. Thirty Days Notice of Cancellation (Ten Days for Nonpayment) will be provided.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Venice  
 401 W. Venice Ave.  
 Venice FL 34285  
 United States

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

AUTHORIZED REPRESENTATIVE

# Utilities Contarctor of Record - Innovative Fabricators of Florida

Final Audit Report

2023-04-05

Created:	2023-03-29
By:	Peter Boers (PBoers@venicefl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3kdEuvGVIRLgJI1HYdq3_-DgWii_RxK2

## "Utilities Contarctor of Record - Innovative Fabricators of Florida" History

-  Document created by Peter Boers (PBoers@venicefl.gov)  
2023-03-29 - 8:09:00 PM GMT- IP address: 50.236.154.174
-  Document emailed to npachota@venicefl.gov for signature  
2023-03-29 - 8:11:14 PM GMT
-  Email viewed by npachota@venicefl.gov  
2023-04-05 - 6:26:43 PM GMT- IP address: 104.47.58.254
-  Signer npachota@venicefl.gov entered name at signing as Nick Pachota  
2023-04-05 - 6:27:14 PM GMT- IP address: 174.239.87.233
-  Document e-signed by Nick Pachota (npachota@venicefl.gov)  
Signature Date: 2023-04-05 - 6:27:16 PM GMT - Time Source: server- IP address: 174.239.87.233
-  Document emailed to Kelly Michaels (kmichaels@venicefl.gov) for signature  
2023-04-05 - 6:27:17 PM GMT
-  Email viewed by Kelly Michaels (kmichaels@venicefl.gov)  
2023-04-05 - 7:13:52 PM GMT- IP address: 104.47.56.254
-  Document e-signed by Kelly Michaels (kmichaels@venicefl.gov)  
Signature Date: 2023-04-05 - 7:14:32 PM GMT - Time Source: server- IP address: 50.236.154.174
-  Document emailed to kfernandez@flgovlaw.com for signature  
2023-04-05 - 7:14:35 PM GMT
-  Email viewed by kfernandez@flgovlaw.com  
2023-04-05 - 7:20:21 PM GMT- IP address: 75.151.66.253

 Signer kfernandez@flgovlaw.com entered name at signing as Kelly M. Fernandez

2023-04-05 - 7:20:40 PM GMT- IP address: 75.151.66.253

 Document e-signed by Kelly M. Fernandez (kfernandez@flgovlaw.com)

Signature Date: 2023-04-05 - 7:20:42 PM GMT - Time Source: server- IP address: 75.151.66.253

 Agreement completed.

2023-04-05 - 7:20:42 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



**CITY OF VENICE, FLORIDA**  
**Finance Department**  
**401 W. Venice Avenue**  
**Venice, FL 34285**

**Request for Proposals**

**RFP Number 3144-23**

**Date of Issue: January 21, 2023**

**Submission Deadline: February 22, 2023**

Title and Purpose of RFP:

**Continuing Contract for Scheduled and Emergency Repairs  
for City of Venice Infrastructure**

**CITY OF VENICE, FLORIDA**  
**REQUEST FOR PROPOSALS**

**NOTICE IS HEREBY GIVEN** that the City of Venice invites and will receive sealed proposals from qualified vendors to perform the following work which is described in detail in the Request for Proposals (RFP) specifications.

**RFP NUMBER:** 3144-23

**RFP TITLE:** Continuing Contract for Scheduled and Emergency Repairs for City of Venice Infrastructure

**PROJECT DESCRIPTION:** The City owns and operates utilities infrastructure that includes, but is not limited to, potable water distribution, sewer collection/transmission with future vacuum, and reclaimed distribution/transmission systems. The City owns and operates a water treatment plant, elevated storage tanks and future booster pumping stations and a water reclamation facility. Additionally, the City owns and operates, sewer lift stations, water and sewer main line valves, water and sewer air release valves, raw water mains and supply wells, and other miscellaneous utility appurtenances. The water, sewer and reclaimed water mains are made from cast iron, asbestos cement, ductile iron, HDPE, clay, and PVC. The gravity sewer system has both brick and precast manholes.

**RFP SUBMITTAL DEADLINE DATE & TIME:** Wednesday, February 22, 2023, at 2:00 PM

**PRE-PROPOSAL CONFERENCE:** **NO**

The City is using a Request for Proposals for this project and will award the contract to the Proposer the City finds, in its sole discretion, best meets the needs of the City.

Specifications and RFP documents are available by calling DemandStar at (800) 711-1712 or by their Internet address at [www.demandstar.com](http://www.demandstar.com). Proposers may also pick up RFP documents at the City of Venice, Procurement- Finance Department, Room 204, 401 West Venice Ave., Venice Florida 34285, (941) 882-7422, at no charge.

The evaluation committee has been selected by the City to ensure that all proposals are fairly considered. The evaluation committee will perform a review of proposals received from Proposers to determine completeness and responsiveness to the principal components of the technical, financial, federal, and legal requirements of the RFP. Request for clarification letters may include, but not limited to, the following: commitment; performance guarantees and standards; project guarantor commitments; project schedules, phasing methods and payment schedules; and letters of credit, performance bonds and insurance requirements. The evaluation committee will make a recommendation to the City Council following the evaluation committee's review of all proposals and consideration of any additional evidence or data desired by the evaluation committee.

Qualified firms are invited to deliver one (1) original, three (3) copies, and one (1) electronic version of the response package using the forms provided in a sealed envelope marked **"SEALED REQUEST FOR PROPOSALS, RFP # 3144-23** Continuing Contract for Scheduled and Emergency Repairs for City of Venice Infrastructure, and delivered to the City of Venice, Procurement- Finance Department, Room 204, City Hall, 401 West Venice Avenue, Venice, Florida 34285. The City assumes no responsibility for proposals received after 2:00 P.M., on February 22, 2023, or at any office or location other than that specified

herein, whether due to mail delay, courier mistake, mishandling or any other reason. Late proposals will be held unopened and will not be considered for award.

All questions, comments, or concerns about this RFP must be submitted in writing to Mr. Peter Boers, Procurement- Finance Department, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285. Mr. Boers is the only designated representative of the City authorized to respond to comments, questions, and concerns. The City will not respond to comments, questions or concerns addressed to any person other than Mr. Boers. If the City determines that a particular comment, question or concern necessitates a global response to all Proposers, the City will issue a clarifying memorandum or addendum. **The final day that the City will accept questions will be Friday, February 10, 2023 by 1:00 P.M.**

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request re-submission. Any sole response received by the submission date may or may not be rejected by the City, depending on available competition and timely needs of the City.

The City reserves the right to select a firm with or without interviews, and may decide to select any of the firms submitting proposals. The City reserves the right to award the contract to a responsible proposer submitting a responsive proposal, with a resulting negotiated agreement, which is most advantageous, and in the best interests of the City.

The City shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. In addition, the City reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to perform the work or service requested.

Proposers, their agents and associates shall not contact or solicit any City Council member, City employee, or official regarding this RFP during any phase of this RFP. Failure to comply with this provision may result in disqualification of the Proposer, at the option of the City. Only that individual listed, as the contact person in this Notice shall be contacted.

CITY OF VENICE, FLORIDA

Peter A. Boers, Procurement Department

PUBLISH:

Saturday, January 21, 2023

Wednesday, January 25, 2023

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### **Title**

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**Request for Proposals**

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## **SECTION 1: GENERAL CONDITIONS**

### **DEFINED TERMS**

Terms used in this solicitation are defined and have the meaning assigned to them. The term "Offeror" means one that submits a proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom the City of Venice (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Venice, a municipal corporation of the State of Florida. The term "RFP" refers to this Sealed REQUEST FOR PROPOSALS. The term "solicitation" refers to the entire RFP package and the Offeror's submittal as a response to this RFP. The term "submittal" refers to all documentation and information as submitted by the Offeror in response to this solicitation. The term "Department" refers to the State of Florida Department of Transportation.

### **1. OFFEROR REGISTRATION:**

Offerors who obtain solicitation documents from sources other than the City or download from <http://www.demandstar.com/> must officially register receipt of the solicitation with the City's Procurement- Finance Department in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Offeror may cause your submittal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued addenda. The City of Venice is not responsible for the accuracy of bid documents and information obtained from any source other than <http://www.demandstar.com/>.

### **2. CONTACT:**

All prospective Offerors are hereby instructed not to contact any member of the City of Venice City Council, City Manager, or City of Venice staff member other than the contact person indicated in this RFP regarding this solicitation or their submittal at any time prior to the final evaluation and recommended ranking by the City staff for this project. Any such contact shall be cause for rejection of your submittal.

### **3. ADDENDA AND INQUIRIES:**

3.1 If there is any doubt as to the true meaning of the specifications and information provided, Offerors may submit written or faxed inquiries regarding this solicitation to the Procurement- Finance Department, 401 West Venice Avenue, Room # 204 Venice, FL 34285, Fax No. (941) 486-2790. The City will respond to written or faxed inquiries received by the posted deadline for questions. Inquiries must reference the date and time of opening, and the solicitation number. Failure to comply with this condition shall result in the Offeror waiving their right to dispute the specifications and information provided in the solicitation document.

3.2 Any change to this solicitation shall be made by addenda duly issued to each registered Offeror. Receipt of such addenda must be so noted on or within your response. It is the Offeror's responsibility to make contact through the Internet or phone to determine if Addenda have been issued.

3.3 Oral inquiries: The City will not respond to oral inquiries.

### **4. PUBLIC OPENING:**

Submittals shall be received in the Procurement- Finance Department, 401 W. Venice Ave, Venice, FL 34285 by the date and time indicated on these documents. As soon as possible thereafter, the names of the Offerors shall be read off at the specified location.

### **5. DELAYS:**

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Offerors of all changes in scheduled due dates by written addenda.

### **6. PROPOSAL SUBMISSION AND WITHDRAWAL:**

6.1 Address to send submittal:  
Procurement- Finance Department  
City of Venice  
401 W. Venice Ave, Room # 204.  
Venice, FL 34285

6.2 The outside of the envelope/container must be identified with the solicitation number and title as stated above. The envelope/container must also include the Offeror's name and return address.

6.3 Submittals may be withdrawn by an appropriate document duly executed (in the manner that a Submittal must be executed) and delivered to the place where Submittals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Submittal will not prejudice the rights of an Offeror to submit a new Submittal prior to the opening date and time. After expiration of the period for receiving Submittals, no Submittal may be withdrawn or modified.

6.4 Withdrawal of Submittals after Opening Date: Submittals, once opened, become the property of the City and will not be returned to the Offerors. Submittals not so withdrawn before the opening constitute an irrevocable offer for a period of one-hundred-eighty (180) days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by City staff. No Offeror may withdraw their proposal during this one-hundred-eighty (180) day period.

6.5 Number of Submittal Copies: Offerors shall submit four (4) complete sets (one original and three copies) of the submittal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.

6.6 Proposal Is Not Binding: The Offeror understands that responding to this solicitation does not constitute an agreement or contract with the Offeror. A submittal is not binding until submittal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.

6.7 Responsibility for getting a submittal to the City on or before the specified date and time is solely and strictly that of the Offeror. The City will not be responsible for any delay, for any reason whatsoever. Submittals by telephone, telegram, facsimile machines, and Internet, will not be acceptable. Submittals must be received and stamped on the outside of the envelope with the time and date, in the Purchasing Department by the date and time specified for opening.

6.8 LATE SUBMITTALS – Submittals received after the date and time of the opening will not be considered and will not be opened. It will be the Offeror's responsibility to make arrangements for the return of their submittal at their expense.

### **7. PRICES, TERMS AND PAYMENT:**

7.1 Firm prices shall be bid F.O.B. requesting agency and include packing, handling and shipping charges fully prepaid by the vendor.

7.2 BID PRICE/MISTAKES: The bidder shall show in the proposal both the unit price and the total amount on items when indicated. In the event of discrepancy between the unit price and the extension, THE UNIT PRICE SHALL PREVAIL. Prices shall be extended in decimals.

7.3 **INVOICING AND PAYMENT:** The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the purchase order number. **THE VENDOR SHALL ACCEPT NO ORDER WITHOUT A PURCHASE ORDER NUMBER FROM THE CONTRACTING ENTITY.** The City reserves the right to pay for purchases made under any agreement resulting from a solicitation through its Purchasing Card Program which utilizes VISA credit cards, check or the ACH (Automated Clearing House) process. When payment is received utilizing the City credit card, an original invoice should not be mailed to the Finance Department. Only the credit card receipt is issued for this charge with the original receipt being provided with the delivery to the individual cardholder placing the order. No surcharges will be accepted for the use of purchasing cards.

7.4 **TAXES:** The purchase of certain items by the Contracting Entity are exempt from the payment of excise, transportation and sales tax imposed by the Federal, State and/or City governments. Such taxes must not be included in proposal prices. Upon request, applicable Federal Excise Exemption certificates will be furnished.

**8. CONDITION AND PRICING:**

It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

**9. SAFETY STANDARDS:**

Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of occupational Safety and Health Act and any standards.

**10. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's product name and reference number. Bidder shall submit with his/her proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The City's Purchasing Office is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the Purchasing Director or designated representative.

**11. DELIVERY:**

All prices shall be F.O.B. Destination, Venice, Florida. Delivery date and warranties must be written out and submitted with bids. Delivery dates, as specified, must be met.

**12. ADDITIONAL PURCHASES ("PIGGY-BACK") BY OTHER PUBLIC AGENCIES:**

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the proposal sheet.

**13. SUBMITTAL PREPARATION COST:**

The City shall not be liable for any expense incurred in connection with preparation of a submittal to this document. Offerors should prepare a straightforward and concise description of the Offeror's ability to meet the requirements of this document.

**14. ACCURACY OF SUBMITTAL INFORMATION:**

Any Offeror, who states in their submittal any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

**15. LICENSES:**

Licensed and Certified: Offeror's, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the state of Florida at the time of submittal and during the entire Contract time.

**16. LOCAL PREFERENCE:**

16.1 Unless otherwise noted in the solicitation, preference shall be given to a "local business" in the awarding of any Invitation to Bid (ITB), Request for Proposal (RFP) or Request for Qualifications (RFQ) in accordance with Section 2-217 of the City of Venice's Code. Local preference shall not apply to other types of solicitations unless explicitly stated in the subject solicitation.

16.2 "Local business" means the vendor has paid a local business tax to either Sarasota, Manatee, DeSoto or Charlotte County, whichever county the vendor is located, if applicable prior to bid submission that authorizes the vendor to provide the commodities or services to be purchased, and maintains a permanent physical business address located within the limits of either Sarasota, Manatee, DeSoto or Charlotte County from which the vendor operates or performs business, and at which at least one full time employee is located.

16.3 In addition, fifty percent (50%) or more of the employees based at the local business location must reside within Sarasota, Manatee, DeSoto or Charlotte County.

16.4 In the event the local office is not the primary location of the vendor, at least ten percent (10%) of the vendor's entire full-time employees must be based at the local office location. Alternatively, this requirement may be satisfied if at least one corporate officer, managing partner or principal owner of the vendor resides in Sarasota, Manatee, DeSoto or Charlotte County.

16.5 Offerors wishing to be given preference as a local business must submit **with their offer**, all of the Local Preference documentation identified in the "Required Forms Section" of the solicitation.

16.6 For local preference to be granted, the name of the company represented on the required forms must be the same as the name on the Local Preference documentation.

16.7 Information regarding Sarasota County's Local Business Tax can be found at [www.sarasotataxcollector.governmax.com](http://www.sarasotataxcollector.governmax.com).

16.8 In case of a proposal submitted by more than one entity, any one of those entities can qualify the proposal for the local preference. Sub-contractors or sub-consultants cannot qualify a proposal for local preference.

**17. POSTING OF NOTICE OF INTENT:**

A notice of intent for award will be posted for review by interested parties in City Hall and on the City's website prior to submission through the appropriate approval process to the appropriate level for final approval of award.

**18. PUBLIC RECORDS/TABULATION:**

Submittals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within ten (10) days after the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on Demand Star at

their Internet Website at <http://www.demandstar.com/>.

All records associated with the project and completion of the project itself must be retained for six (6) years after completion of the project or until all audits, claims, litigation or other actions have been released (whichever occurs later).

The vendor shall furnish and cause each of its own or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, Sarasota City, Housing and Urban Development or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

## 19. RESERVED RIGHTS:

19.1 The City reserves the right to waive formalities in any submittal, and to reject any or all submittals in whole or in part, with or without cause and/or to accept the submittal that in the City's judgment will be in the best interest of the City. The City specifically reserves the right to reject any conditional submittal.

19.2 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all submittals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional submittals. Submittals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

19.3 City reserves the right to reject the submittal of any Offeror if the City believes that it would not be in the best interest of the City to make an award to that Offeror, whether because the submittal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City.

19.4 The City reserves the right to terminate the contract with any vendor who fails to meet a deadline or shows incompetency.

## 20. INSURANCE:

20.1 Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

20.2 The City of Venice is to be specifically included as an **ADDITIONAL INSURED** (with regards to General Liability and Business Auto).

20.3 The City of Venice shall be named as Certificate Holder. **Please Note that the Certificate Holder should read as follows:**

The City of Venice  
401 W. Venice Avenue  
Venice, FL 34285

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

20.4 Required Coverage

a. **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)

b. **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.

c. **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.

d. **Professional Liability:** The Contractor will have and maintain during the term of the Contract, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with the Contract in the amount specified in the Contract.

The Contractor will have and maintain during the term of the Contract, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with the Contract in the amount specified in the Contract.

20.5 Policy Form:

a. All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.

b. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

c. Each insurance policy required by this Contract shall:

(1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;

(2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.

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

e. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.

f. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.

g. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting

period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

h. Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.

i. Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.

j. All property losses shall be payable to, and adjusted with the city

k. The City may increase or decrease the coverage and coverage limits required of the contractor by change order.

### **21. INDEMNIFICATION/HOLD HARMLESS:**

The Offeror shall defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Offeror, its sub-contractors and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm representations as set forth in the proposal or any other failure of the elected firm's to comply with the obligations on its part to be performed under this contract.

### **22. PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT :**

22.1 Each Offeror shall complete the Non-Collusive Affidavit and the Public Entity Crimes Form and shall submit the forms with the submittal. CITY considers the failure of the Offeror to submit these documents to be a major irregularity and may be cause for rejection of their submittal.

22.2 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a Offeror, supplier, Sub-Offeree, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.3 Termination for Cause: Any Agreement with the City obtained in violation of this Section shall be subject to termination for cause. A Sub-Offeree who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Sub-Offeree acceptable to the City.

### **23. GRATUITIES AND KICKBACKS:**

23.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular

matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

23.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Offeree under a Contract to Offeror or higher tier Sub-Offeree any person associated therewith, as an inducement of the award of a subcontract or order.

23.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

### **24. EQUAL EMPLOYMENT OPPORTUNITY:**

Offeror shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

### **25. SPECIAL REQUIREMENTS FOR PROJECTS PAID BY THE DEPARTMENT OF TRANSPORTATION:**

25.1 The City encourages DBE firms to compete for CITY professional services projects, and also encourages non-DBE Contractors to use DBE firms as sub-contractors. However, use of DBE sub-contractors is not mandatory and no preference points will be given in the selection process for DBE participation. Contractors are required indicate their intention regarding DBE participation in the DBE Participation Statement contained in the Appendix to this Request for Proposal and to submit that statement with their technical proposal.

25.2 Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the City in this endeavor, Contractors are requested to submit the Bidder's Opportunity List contained in the Appendix to this Request for Proposal with their technical proposal. The list should include yourself as well as any prospective sub-contractor that you contacted or who has contacted you regarding this project. However, any firm previously shown on such a list need not be included.

25.3 Contractor Affidavits: The Contractor shall submit all forms provided in Appendix.

25.4 The Certification Regarding Debarment and Truth-In-Negotiations Certification shall be executed by an officer of the firm, associates or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

25.5 The Certification for Disclosure of Lobbying Activities form shall be submitted by the proposed Prime Contractor and Sub-contractors. If a Standard Form-LL has previously been submitted to a government agency and there has been no material change, a copy of the previous submission is sufficient.

25.6 Federal Law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the Department in this endeavor, Contractors are required to submit the Bid Opportunity List. The list should include yourself as well as any prospective sub-contractor that you contacted or who has contacted you regarding this project. Any firms that have previously been shown on such a list need not be included.

### **26. TERMS FOR FEDERAL AID CONTRACTS:**

The following terms apply to this contract which involves the expenditure of federal funds:

26.1 It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans specifications, maps data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

26.2 It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.

26.3 COMPLIANCE WITH REGULATIONS: The Contractor shall comply with the regulations of the U.S. Department of Transportation

relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.

26.4 **NONDISCRIMINATION:** The Contractor, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of Sub-Offenders, including procurements of material, and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the program set forth in Appendix B of the Regulations.

26.5 **SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations made by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential Sub-Offender, supplier or lessor shall be notified by a Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color religion, sex or national origin.

26.6 **INFORMATION AND REPORTS:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall certify to the Department, or the U.S. Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.

26.7 **SANCTIONS OF NONCOMPLIANCE:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State of Florida Department of Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to,

1. withholding of payments to the Contractor under the contract until the Contractor complies and/or
2. cancellation, termination or suspensions of the Contract, in whole or in part.

26.8 **INCORPORATION OR PROVISIONS:** The Contractor will include the provisions of Section 25.11, part 1 and 2 of the General Conditions in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State of Florida Department of Transportation or the U.S. Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with litigation with a Sub-Offender or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

26.9 **INTEREST OF MEMBERS OF CONGRESS:** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

26.10 **INTEREST OF PUBLIC OFFICIALS:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall be any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States, and public corporations, boards, and commissions established under the laws of any State.

26.11 It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, Unites States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

26.12 It is understood and agreed that if the Contractor at any time learns that the certification it provided the Department in compliance with CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason changed circumstances, the Contractor shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.

26.13 The Department hereby certifies that neither the Contractor nor the Contractor's representative have been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

A. employ or retain, or agree to employ or retain, any firm or person, or

B. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

26.14 The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

26.15 The Contractor hereby certified that it has not:

A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above Offeror) to solicit or secure this contract;

B. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

C. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above Offeror) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

26.16 The Contractor further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

## **27. CONFLICT OF INTEREST:**

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

October 1, 1975.

Qualification for elective office.

Appointment to public office.

Beginning public employment

**28. DRUG FREE WORKPLACE:**

The City of Venice has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the City of Venice workplace.

The City of Venice requests the attached Drug Free Workplace Affidavit to accompany your response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tiebreaker when two or more separate entities have submitted proposals at the same price, terms and conditions.

**29. APPLICABLE LAWS:**

Interested parties are advised that all City contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as the basis for contractual obligations between the Offeror and the City for any terms and conditions not specifically stated within the context of this contract.

**30. COMPETENT PERSONNEL:**

All interested firms are to warrant that services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

**31. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:**

31.1 Before delivering a submittal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the solicitation documents; and notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the solicitation documents.

31.2 The Offeror, by and through delivering a submittal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services.

**32. SPECIFICATIONS:**

32.1 The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

32.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.

**33. CANCELLATION CLAUSE:**

Failure to comply with any of the terms, conditions, specifications and/or service requirements will be just cause for termination of this contract by a thirty (30) day written notice of intent forwarded to the successful Offeror.

**34. ACCEPTING CONTENT OF PROPOSAL:**

By delivering a submittal in response to this solicitation document, the Offeror certifies that they have fully read and understand the context of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed. Submittals shall be returned in the sequential

manner as requested in the "Submittal Format and Requirements" section of this solicitation.

**35. TAXES:**

The negotiated cost shall include all freight, handling, delivery, surcharges or other incidental charges that may be required to provide the services or deliver the commodities. The City of Venice is exempt from the payment of Federal and State taxes, including sales tax. Your cost proposal shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the City.

**36. ASSIGNMENT:**

36.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

36.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

**37. SOLICITATION FORMS:**

37.1 If the Proposer cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service requirement. In the case of a "not available" remark, the Offeror may offer an alternative service. Alternate submittals may be submitted for consideration. It will be at the City's sole discretion to accept or reject any and all alternate submittals received.

37.2 This solicitation presents the City's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Offerors are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the City.

37.3 Submittals may be delivered, which deviate from the requirements herein, providing that they are clearly identified as alternate submittals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the City that an alternative proposal be considered. Such alternative proposals will be provisionally accepted for consideration, subject to the reserved right of the City to make the determination whether the above stated conditions for alternate proposals have been satisfied and subject further to the reserved right of the City to accept or reject these proposals upon the basis of the determination.

**38. DISCLOSURE – PUBLIC OFFICER, PUBLIC EMPLOYEE OR ADVISORY BOARD MEMBER OF CITY:**

38.1 Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit any public officer, employee, or advisory board member of the City from holding any employment or contractual relationship with any business entity doing business with the City. Section 112.313(12) provides that a public officer, employee, or advisory board member will not be in violation of the prohibition if all three of the following conditions are met. The filing of the disclosure form with the Supervisor of Elections is the sole responsibility of the Proposer and must be filed prior to or at the time of submission of the proposal. A copy of the filed disclosure form shall be submitted as part of the proposal.

38.2 Bid is awarded under a sealed, competitive Proposal to lowest or best Proposer system. Advisory board member is required to, prior to or at the time of the submission of the proposal, file a statement with the Supervisor of Elections, disclosing his interest and the nature of the intended business. The form is entitled "Form 3A Interest in Competitive Proposal for Public Business," a copy of which is available from the City's Purchasing department.

38.3 The public officer, employee, or advisory board member, spouse, or child is required to have in no way used or attempted to use his influence to persuade a member of the City or any of its personnel to enter into such a contract other than by the mere submission of the proposal.

38.4 The public officer, employee, or advisory board member, spouse, or child is required to have in no way participated in the determination of the Bid specifications or the determination of the lowest or best Proposer.

## **1. CIVIL RIGHTS:**

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332:

The CONTRACTOR or SUBGRANTEE shall not discriminate on the basis of race, age, creed, disability, marital status, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBGRANTEE shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of (Florida Department of Transportation, the Federal Highway Administration, Federal Aviation Administration, the US Department of Energy, US Department of Justice, or Office of Housing and Urban Development) assisted contracts. Failure by the CONTRACTOR or SUBGRANTEE to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the City deems appropriate.

Each subcontract the CONTRACTOR or SUBGRANTEE signs in regards to this federal aid PROJECT must include the assurance in this paragraph (see 49 CFR 26. 13(b)). The CONTRACTOR or SUBGRANTEE agrees to comply with all applicable federal implementing regulations and other implementing requirements the Federal government may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this AGREEMENT:

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR or SUBGRANTEE agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT.

The CONTRACTOR or SUBGRANTEE agrees to take all reasonable steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of payer other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may issue.

(2) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR or SUBGRANTEE agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR or SUBGRANTEE agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may Issue.

(4) Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that the Federal agency determines otherwise in writing, the CONTRACTOR or SUBGRANTEE agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001. The City's LEP Plan is available in the Title VI/ADA plan at City facilities or may be viewed online at [www.venicegov.com](http://www.venicegov.com)

(5) Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections - To the extent applicable, the CONTRACTOR or SUBGRANTEE agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 et seq., and any amendments to these laws.

(6) Other Nondiscrimination Laws - The CONTRACTOR or SUBGRANTEE agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The CONTRACTOR or SUBGRANTEE also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

## **2. BID PROTESTS:**

In any case where a bidder wishes to protest either the results of or the intended disposition of any bid, the bidder must:

40.1 File a written notice to the City Manager of the bidder's intention to protest within one (1) business day of the bid opening or the City's declaration of intent with regard to the disposition. Upon receipt of a protest, the bid process shall be suspended until the protest procedure herein described has been completed.

40.2 Within five (5) days of filing the written notice of intent to protest, the protester shall file a formal written protest with the City Manager, acting as the bid protest officer, explaining in detail the nature of the protest and the grounds on which it is based. During this five-day period, the protester is encouraged to attempt to resolve the issue with the City's Finance Department.

40.3 The protester must include with the formal written protest a bid protest bond in the form of a certified check, cashier's check or money order made payable to the city in an amount equal to five percent (5%) of the lowest acceptable bid. The bond will be deposited with the Cashier's Office where it will be put into an account and the protester will receive a receipt. 40.4 Upon timely receipt of the formal written protest and protest bond, the City must:

(1) Issue formal findings of fact and a written decision with regard to the validity or non-validity of the formal written protest within ten (10) business days of the City's receipt of the protest.

(2) Within two (2) business days of receipt of the formal findings of fact and written decision, the City shall notify the protester of the decision of the bid protest officer. Such notification shall be transmitted via certified return receipt mail.

40.5 Should the protest be found to be without merit or validity, the bid protest bond shall be forfeited to the City in its entirety, and the bid process may resume. If a decision favorable in whole or in part to the protest is rendered, a check for the full amount of the bond will be returned to the protester.

3. FEDERAL COMPLIANCE - CONTRACTOR shall comply with the following Federal requirement as they apply to:

41.1. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL - The CONTRACTOR shall allow access by the grantee, subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

41.2. CLEAN AIR ACT—(41 U.S.C. 7401-7671q) AND THE FEDERAL WATER POLLUTION CONTROL ACT (U.S.C. 1251-1387), AS AMENDED - Contracts and subgrants in excess of \$150,000 must contain a provision that require the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7402-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

41.4. COPELAND ANTI-KICKBACK ACT - The CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair).

41.5. COPYRIGHTS - The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

41.6. DISADVANTAGE BUSINESS ENTERPRISES (DBE) CONTRACTORS CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS - The CONTRACTOR agrees to ensure that Disadvantage Business Enterprises have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, CONTRACTOR shall take all necessary and

reasonable steps in accordance with 2 C.F.R., Part 200.321, as amended, to ensure that ~~the~~ Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts.

Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

41.7. ENERGY POLICY AND CONSERVATION ACT - The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

41.8. EQUAL EMPLOYMENT OPPORTUNITY - The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed

the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the

compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(9) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(10) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(11) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

#### 41.9. REPORTING

i. Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally owned property report.

ii. Reports Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close out the grant in writing.

41.10. SAFETY COMPLIANCE. It shall be the CONTRACTOR's sole responsibility to comply with all City, Local, State and Federal rules and regulations while performing work for the City, which include all FEMA and OSHA protocols relating to safety equipment and procedures. These regulations include but are not limited to: safe working environment for properly constructed and maintained monitory towers, debris management site operations, debris pick up, debris transportation.

41.11. PROCURMENT OF RECOVERED MATERIALS – The CONTRACTOR must comply with Section 6002 of the Solid Waste

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

41.12. DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689) – Any contracts awarded (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System of Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement the Executive Orders 12549 (3 CFR par 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

41.13. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as amended)– Contractors who apply or bid for an award \$100,000 or more shall file the required certification. Each tier certifies to the tier

above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer of employee of any agency, a member of Congress, officer or employee of Congress, or any 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

41.14. Contracts for more than the simplified acquisition threshold currently set at \$150,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for sanction and penalties as appropriate.

**The Contractor acknowledges that they have read the above information and agrees to comply with all the above RFP requirements.**

**END OF SECTION**

## SECTION 2: SCOPE OF SERVICES

### 2.0 BACKGROUND INFORMATION

The City's owns and operates utilities infrastructure that includes, but is not limited to, potable water distribution, sewer collection/transmission with future vacuum, and reclaimed distribution/transmission systems. The City owns and operates a water treatment plant, elevated storage tanks and future booster pumping stations and a water reclamation facility. Additionally, the City owns and operates, sewer lift stations, water and sewer main line valves, water and sewer air release valves, raw water mains and supply wells, and other miscellaneous utility appurtenances. The water, sewer and reclaimed water mains are made from cast iron, asbestos cement, ductile iron, HDPE, clay, and PVC. The gravity sewer system has both brick and precast manholes.

### 2.1 SERVICES OF THE CONTRACTOR

The work under this contract will be on an as-needed basis. Individual work will be authorized by issuance of a Purchase Order.

Scheduled and emergency construction work of the City's utility infrastructure that shall be performed by the Contractor may include, but not be limited to, the following:

- A. Installation, repair, replacement, relocation, and maintenance of potable water mains, sewer gravity mains, sewer force mains, sewer vacuum mains, reclaimed water mains, services, laterals, fire hydrants, and valves; performance of ancillary services such as excavating trenches, providing suitable backfill material, and site restoration.
- B. The Contractor shall provide all expertise, labor, equipment, materials (pipe, fittings, tees, meters, valves, fire hydrants, etc.) necessary to satisfactorily complete both scheduled and emergency repairs and installations of the City's utility infrastructure to the acceptability of City.
- C. The work under this contract will be on an as-needed basis.
- D. **Scheduled Work.** Tasks associated with schedule work assignments will typically be identified by the City in advance and are to be performed on an ongoing basis to meet the utility renewal and replacement needs of the City. Contractors must commence work within two weeks of City approval for such scheduled work and complete all work tasks within the schedule identified in the Scope of Work. Contractor shall provide a work schedule within 5 days of City notice.
- E. **Emergency Work.** Contractors must respond within 20 minutes and commence work within one (1) hour of notification by the City's representative for emergency work. The Contractor shall be allotted up to 10% markup on labor and equipment as identified in the approved Fee Schedule for City identified Emergency Work.

Contractor will furnish or obtain from others Additional Services as needed. These services may include but are not necessarily limited to, the following:

- A. Specialized subcontractors working under the Contractor to perform such work requiring specialized equipment or services not included in the Fee Schedule such as: Florida registered surveyor, pipe bursting, asphalt, concrete, landscape installation, density testing, bacteriological testing, etc.

- B. During the utility work, there is the possibility of additional assignments, such as stormwater, that may involve coordination other City departments.

## **2.2 APPLICABLE STANDARDS AND REQUIREMENTS**

Using Federal, State, County, and City standards as guidelines, all work shall be performed in full accordance with all applicable rules, laws, codes, ordinances, and regulations, using the latest editions and versions including, but not limited to, the following:

- 1) Rules and regulations pertaining to water, sewer (wastewater) and reclaimed water spill prevention, containment and mitigation
- 2) Florida Department of Environmental Protection (FDEP) rules and regulations
- 3) National Pollutant Discharge Elimination System (NPDES, 40 CFR part 122)
- 4) Florida Department of Transportation (FDOT) Standard Specifications
- 5) Florida Building Code
- 6) Florida Trench Safety Act (F.S. Title XXXIII, PART III, F.S. Chapter 553.60-553.64)
- 7) Underground Facility Damage Prevention and Safety Act (F.S. XXXIII Chapter 556)
- 8) American Water Works Association (AWWA)
- 9) American National Standards Institute (ANSI)
- 10) Occupational Health and Safety Act (OSHA)
- 11) City of Venice Standard Details, General Notes and Testing Requirements  
<https://www.venicegov.com/services/utilities/standard-details>
- 12) American Society for Testing and Materials (ASTM)
- 13) City of Venice, Code of Ordinances Land Development Regulations
- 14) National Plumbing Code
- 15) National Building Code (NBC)
- 16) National Fire Protection Association (NFPA)

### **A. CONTRACTOR**

- 1) The successful contractor shall possess Florida General Contractor and Utility Licenses. Additional licensing may be required including Class V Fire Protection, and backflow testing repair and certification.

### **B. TECHNICIANS AND EQUIPMENT OPERATORS**

- 1) Contractor's employees shall have the ability (including possessing the required license(s)) to operate both large and standard size equipment, including excavators, crane trucks, and other heavy machinery.

### **C. PERMITS**

- 1) If permits are required for a project, the Contractor shall be responsible for obtaining advanced written pre-approval from the City for all necessary permits from the City. The

Contractor shall be reimbursed for the total cost of the permitting and provide supporting documentation.

- 2) Upon completion of any work requiring a permit, the Contractor shall provide evidence the work was approved by the regulatory authorities and completed.

#### D. LOCATES

- 1) The Contractor is responsible for initiating locate requests through Sunshine 811 per Underground Facility Damage Prevention and Safety Act F.S. 556 F.S. Contractor to locate and mark the underground facilities prior to commencing work.

#### E. AUDIO-VIDEO RECORDINGS AND PHOTOGRAPHS (recordings)

- 1) The Contractor shall take audio-video recordings or photographs to document existing conditions of the proposed work areas during times of good visibility. Contractor shall submit the recordings to the City prior to commencing work, and upon completion if requested.

#### F. MAINTENANCE OF TRAFFIC (MOT)

- 1) The Contractor shall execute MOT in accordance with FDOT Roadway and Traffic Design Standards when working within the State and County rights-of-way and/or the ability to obtain required permits when applicable.

#### G. EQUIPMENT

- 1) All trip charges, mileage, vehicle charges, and travel time shall be considered incidental of the project and only time on the job site may be charged.
- 2) Equipment sitting idle on the job site shall not be considered billable. Only equipment actively operating for the completion of services shall be considered for billing purposes.

#### H. MATERIALS

- 1) The City reserves the right to provide materials to the Contractor for any or all work performed.
- 2) The Contractor's pay applications shall include backup from all suppliers that clearly shows the manufacturer's part number, description, and cost. The Contractor will submit with their pay applications invoices from suppliers and other trade partners for the purpose of verifying materials associated with the costs.

#### I. BEST MANAGEMENT PRACTICES (BMPs)

- 1) Contractor shall provide and maintain effective erosion control measures for the entire duration of the construction process. Control measures must be adequate to ensure full compliance with the requirements of all applicable jurisdictional agencies and, when applicable, the EPA-NPDES general permit for stormwater discharges and the stormwater pollution prevention plan developed for the project.
- 2) Open trenches shall not be allowed during non-working hours.

## J. RESTORATION

- 1) The Contractor shall restore disturbed areas progressively as the work continues. Final restoration to be completed within 30 days of work completion in that area.
- 2) It is the Contractor's responsibility to assure all construction sites and affected adjacent areas are restored to a condition equal to, or better than, existing conditions. All restoration is subject to the approval of the City and when applicable, the Property Owner.
- 3) Concrete, road base and asphalt restoration for sidewalks, curbs, drives, parking areas and proper compaction of all excavations under public roadways shall be per area of having jurisdictional standards or matching existing, whichever is better. The Contractor shall submit documentation showing the proper density testing was performed by a certified testing company in accordance with the applicable jurisdiction's requirements.

## K. DEBRIS, WATER, AND CHEMICAL REMOVAL AND LANDFILL DISPOSAL

- 1) During the progress of the work the Contractor shall, at all times, keep the site of the work areas and adjacent premises free from waste material, debris, rubbish, or any type of debris resulting from the construction and the contractor's personnel and their subcontractors. Upon completion of the work all equipment, excess materials, etc., shall be removed from the project site as soon as is practicable.

## L. MATERIAL UNCOVERED DURING CONSTRUCTION

- 1) If a potentially hazardous substance is discovered during the performance of services, the Contractor shall cease work immediately and inform the City's representative.
- 2) The Contractor shall take all measures to prevent the release of the material to the environment and protect all onsite workers and the general public from the potential exposure. During the course of substance containment or evacuation of site personnel, the Contractor shall protect onsite workers, non-workers and the general public from contact with or exposure to the contaminated substance or materials and shall contain or abate the spread of the material.

## 2.3 CONTRACTOR RESPONSIBILITIES

- A. Every Contractor's crew must have at least one employee on site that can effectively communicate in English with City staff and the public.
- B. Contractor will coordinate work so that there is minimal to no interruption to the customers and public at any location.
- C. **Bonding Requirements.** No Bid Bond or Payment and Performance (P&P) Bonds will be required unless the individual project exceeds \$250,000. Contractor shall be reimbursed for the actual cost of P&P Bonds.

**END OF SECTION TWO**

## SECTION 3: SELECTION PROCESS

### 3.0 RFP SELECTION PROCEDURES

- A. **Selection Process.** A Selection Committee will review all responses to the RFP. The Selection Committee may hear presentations by the Contractors and rank the Contractors. Negotiations with the top ranked Contractors will begin.
- B. The following steps will be followed in the selection process:
- a. The Procurement Manager will review all the qualification packages that are received by the submittal deadline and determine which are considered as responsive to the RFP.
  - b. The Selection Committee will meet to review, discuss, and independently score the responses in a publicly advertised meeting using the selection criteria table herein.
  - c. The Selection Committee will shortlist the responsive proposals and may interview the shortlisted proposals before selecting the contractors with responsive proposals.
  - d. The Selection Committee will recommend the contractors for contract approval.
- C. **Selection Committee.** The City reserves the right to increase or decrease the number of individuals that are members of the Selection Committee or replace individuals as needed in order to assure meeting the schedule. No less than three (3) individuals will be evaluating the RFPs received. However, if a conflict in schedule causes a change in personnel, the City reserves the right to proceed without that individual.
- D. **Scoring Method.** The scoring method for the RFP will be based on the Required Response Format of the submittal. There will be no points given to the letter of interest.

SECTION	SELECTION CRITERIA	WEIGHT
1	Letter of Interest	0%
2	Contractor's team, key personnel and resumes with at least past 10 years' experience included	30%
3	Contractor experience within the last 10 years with local Florida governments and projects of a similar nature	40%
4	Fee Schedule	20%
5	Local Preference	10%

To determine the relative ability of each Contractor for providing the required services, the City shall consider as a minimum the criteria given below.

**1) 0% Letter of Interest**

A letter of interest that includes a statement if the Contractor would like to be considered for Emergency Work.

**2) 30% Contractor's team, key personnel and resumes with at least past 10 years' experience included**

This section requires an organizational chart and resumes for key personnel that details qualifications and past experience as it relates to projects similar in nature to the RFP scope and work performed for governments of a similar size to the City.

Higher points will be given where Contractor's key personnel experience includes experience with a wide range of water, wastewater, and reclaimed water projects.

**3) 40% Contractor's experience within the last 10 years with local Florida governments and projects of a similar nature**

This section requires projects listed with the scope of work summarized for each, including additional work as a result of a change order. Higher value will be given for projects where the work experience and qualifications of the contractor correlates directly with projects similar in nature to the RFP scope and work performed for governments of a similar size to the City.

A specific reference of contact should be provided to allow the City to verify the work performed for each project listed. Contractors should anticipate that these references will be called and that the responses to these references may affect the awarding of points in this category.

**4) 20% Fee Schedule**

This section requires completion of the Fee Schedule provided to identify the cost of the successful Contractor would charge for the projects. If the Contractor is not going to be submitting on some of the work items, list the item as N/A. Additional lines have been provided for any equipment that the Contractor determines is important for the RFP.

**5) 10% Local Preference**

**D. Other Considerations.** The City will allow an Additional Consideration Section for the Contractors to present any other relevant information that they believe should be considered during the qualifications shortlisting process. This information can include work approaches, value engineering and cost saving approaches, recommendation letters, color photos, or any other type of information the Contractor would like to include.

- E. **Notification.** Subsequent to selection and approval by the City, all respondents to this solicitation will be notified via Demandstar regarding the selection of the Contractors.
- F. **Challenge of Notice of Intent to Award.** Any person adversely affected by the City's decision, or intended decision, on the award is entitled to challenge the award by filing a written notice of protest within 72 hours after the posting of the intent to award. A copy of the City's protest procedures may be obtained through the Purchasing Department upon request.
- G. **Rejection of Proposals.** The City of Venice reserves the right to waive minor proposal irregularities, and to reject any and all Proposals or parts thereof, or to accept the Proposals or parts thereof, when considered by it to be in the best interest of the City.

**END OF SECTION THREE**

**SECTION 4: SUBMISSION DETAILS**

**4.0 REQUEST FOR PROPOSALS (RFP) RESPONSE & PROCEDURES**

A. **Submittal Requirements.** Contractors interested in being considered for this selection must submit one (1) original and three (3) copies as well as an electronic copy via USB drive or CD, of the Response Package using the forms provided. No electronic submittals of drawings or design concepts will be accepted. The Proposal submittal shall include the following required information. Submittals lacking the required elements listed below may be considered non-responsive, may lose points, or be disqualified at the discretion of the City.

All submittals are to be on 8 ½” x 11” paper or, if 11” x 17” documents are required, they are to be folded to 8 ½” x 11” size. Submittal shall be limited to 25 pages single sided. The Letter of Interest, resumes, and examples of work are included in the 25-page limit. The page limit does not include pages with no submittal text on them (e.g. cover page, tabs, dividers, table of content) and required forms. Exceeding the page limit may result in disqualification. Submittals should be stapled together or bound with plastic or metal spiral or comb binding. Submittals in 3-ring binders, 1-inch or larger will also be accepted. All submittals will require a table of contents and page numbers.

B. **Response Due Date.** Proposals are due no later than the date provided in the Request for Proposals.

Submittals are to be delivered to:

City of Venice  
Procurement- Finance Department  
401 W. Venice Avenue – Purchasing - Room 204  
Venice, FL 34285

C. **Required Response Format**

- |           |   |
|-----------|---|
| Section 1 | Letter of Interest that includes if the Contractor wants to be considered for Emergency Work                          |
| Section 2 | Contractor’s team key personnel and resumes with at least past 10 years' experience included                          |
| Section 3 | Contractor’s team experience within the last 10 years with local Florida governments and projects of a similar nature |
| Section 4 | Required Forms, Certificate of Insurance, and Fee Schedule  |

- D. **Questions during RFP Phase.** Questions must be submitted in writing to [pboers@venicefl.gov](mailto:pboers@venicefl.gov) or by fax to (941) 486-2790, Attn: Peter Boers, Purchasing Manager, for the City's consideration no later than 1:00 p.m. on February 10, 2023. Responses will be provided in writing by and posted on [www.demandstar.com](http://www.demandstar.com) for download and will also be available through the Purchasing office.
- E. **Litigation Statement.** Contractors shall verify in writing that they have not been sued by or taken legal action against the City within the last 5 years. If either event has occurred, the Contractor is to provide documentation describing events.
- F. **Drug Free Workplace Act.** Contractors shall certify in writing to the City that they have established a drug free workplace.
- G. **Conflict of Interest Statement.** Contractor verifies absence of or identifies upfront any potential conflicts of interest.
- H. **Public Entities Crimes (FS 287.133).** 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 on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Design Firm under a contract with any public entity, and may not transact business with any public entity in excess of twenty-five thousand dollars (\$25,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.
- I. **Required Forms.** Each respondent shall submit the required information form:
- Certificate(s) of Insurance
  - Qualifications Statement
  - Project Team
  - Public Entity Crimes Form
  - Drug Free Workplace Form
  - Indemnification/Hold Harmless Statement
  - Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion
  - Conflict of Interest, and Litigation Statement
  - Non-Collusion Affidavit
  - E-Verification Certificate
  - Local Preference Checklist
  - Fee Schedule

All Required forms are included in this RFP except for the Certificate(s) of Insurance.

**SEALED REQUEST FOR QUALIFICATIONS  
CITY OF VENICE, FLORIDA**

**QUALIFICATIONS STATEMENT**

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

**SUBMITTED TO:** CITY OF VENICE  
Procurement- Finance Department  
401 W. Venice Avenue Room # 204  
Venice, Florida 34285

**CHECK ONE:**  
 Corporation  
 Partnership  
 Individual  
 Joint Venture  
 Other

**SUBMITTED BY:**  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PRINCIPAL OFFICE: \_\_\_\_\_  
ADDRESS OF CONTRACTOR'S YARD: \_\_\_\_\_

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

The correct name of the Proposer is: \_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_

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

a. Date of Incorporation: \_\_\_\_\_

b. State of Incorporation: \_\_\_\_\_

c. President's Name: \_\_\_\_\_

d. Vice President's Name: \_\_\_\_\_

e. Secretary's Name: \_\_\_\_\_

f. Treasurer's Name: \_\_\_\_\_

g. Name and address of Resident Agent: \_\_\_\_\_

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

a. Date of Organization: \_\_\_\_\_

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

\_\_\_\_\_

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

- c. State whether general or limited partnership: \_\_\_\_\_
4. If Proposer is other than an individual, corporation, partnership, describe the organization and give the name and address of principals:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. If Proposer is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name?  
\_\_\_\_\_
- a. Under what other former names has your organization operated?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, as President of \_\_\_\_\_, **by means**  
**of  physical presence or  online notarization**, who is personally known to me or who produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires:



**PUBLIC ENTITY CRIME INFORMATION**

A person or affiliate who has been placed on the State of Florida’s convicted vendor list following a conviction for a public entity crime may not submit an proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, Sub-Consultant, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

I, \_\_\_\_\_, being an authorized representative of the firm of \_\_\_\_\_, located at City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_, have read and understand the contents of the Public Entity Crime Information and of this formal RFP package, hereby submit our proposal accordingly.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Federal ID#: \_\_\_\_\_

**DRUG FREE WORKPLACE**

Preference shall be given to business with drug-free workplace programs. Whenever two or more RFPs, which are equal with qualifications and service, are received by the City for the procurement of commodities or contractual services, an RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, your firm shall:

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

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

Concur \_\_\_\_\_

Variance \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Signature

**INDEMNIFICATION/HOLD HARMLESS**

The elected firm shall indemnify and hold harmless the City and 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 intentionally wrongful conduct of the elected firm and other persons employed or utilized by the elected firm in the performance of the contract.

I, \_\_\_\_\_, being an authorized representative of the firm of \_\_\_\_\_ located at \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_. Having read and understood the contents above, hereby submit accordingly as of this Date, \_\_\_\_\_, 2023.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature or for the contract period, whichever is longer.

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS STATE OF FLORIDA GRANT ASSISTANCE PURSUANT TO AMERICAN RECOVERY AND REINVESTMENT ACT UNITED STATES DEPARTMENT OF ENERGY AWARDS**

1. The undersigned hereby certifies 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.
2. The undersigned also certifies that it and its principals:
  - a. Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - b. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and (b) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or Local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name of Title

\_\_\_\_\_  
Recipient's Firm Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

**CONFLICT/NON CONFLICT OF INTEREST AND LITIGATION STATEMENT**

**CHECK ONE**

- To the best of our knowledge, the undersigned Contractor has no potential conflicts of interest due to any other clients, contracts, or property interest for this project.

**OR**

- The undersigned Contractor, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

**LITIGATION STATEMENT**

IN FLORIDA ONLY, JUDGMENTS AGAINST THE CONTRACTOR, AND SUITS AGAINST CITY OF VENICE. INCLUDE ACTIONS AGAINST THE CONTRACTOR BY OR AGAINST ANY LOCAL, STATE, OR FEDERAL REGULATORY AGENCY.

**CHECK ONE**

- The undersigned Contractor has had no litigation adjudicated against the Contractor on any projects in the last five (5) years and has filed no litigation against City of Venice in the last five (5) years.

**OR**

- The undersigned Contractor, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation in Florida adjudicated against the Contractor during the past five (5) years; all legal actions against City of Venice during the past five (5) years; and actions by or against any Federal, State and local agency during the past five (5) years.

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

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

Name (print or type): \_\_\_\_\_

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

Failure to check the appropriate blocks above may result in disqualification of your proposal. Failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal. Should additional information regarding the above items come to the attention of City of Venice after award, the awarded contract shall be subject to immediate termination.

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

\_\_\_\_\_ being first duly sworn, deposes and says that:

1. He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, Contractor, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Proposer, Contractor, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_ By: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (Printed Name)  
 \_\_\_\_\_  
 \_\_\_\_\_ (Title)

**ACKNOWLEDGEMENT**

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as President of \_\_\_\_\_, **by means of  physical presence or  online notarization**, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**E-VERIFICATION CERTIFICATION**

The Contractor acknowledges and agrees to the following:

The Contractor certifies, by submission of this proposal or acceptance of this contract, that the Contractor:

1. Shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
  
2. Shall expressly require any sub-consultants performing work or providing services pursuant to the state contract to likewise use the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the sub-consultant during the contract term.

Further information can be found at the following website: <http://www.uscis.gov/e-verify>.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Name of Authorized Individual

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature Date

## **“LOCAL PREFERENCE” DETERMINATION**

The following questions will help you determine local preference for your company. Please answer questions 1 through 4 **FIRST**. If you answer **NO** to any questions 1 through 4, local preference does **NOT** apply.  
**ONLY** if you answer **YES** to questions 1 through 4, may you proceed to question 5.  
If you answer **YES** to any questions 5 and 6, local preference applies.  
If you are unsure of how to answer any questions, please contact the City of Venice’s Purchasing Department at 941-486-2626.

### **Questions 1 – 4**

1. Has your company paid a local business tax either to Sarasota, DeSoto or Charlotte County (Manatee County does not currently have a local business tax) authorizing your company to provide goods or services described in this solicitation?

**YES**  If “yes”, proceed to question 2.

**NO**  **If “no”, STOP, local preference does not apply.**

\* If the name on the local business tax receipt is not the same as the name on the bid/solicitation submittal, local preference does not apply.

2. Does your company maintain a permanent physical business address located within the limits of Sarasota, Manatee, DeSoto or Charlotte County from which your company operates or performs business?

**YES**  If “yes”, proceed to question 3.

**NO**  **If “no”, STOP, local preference does not apply.**

3. Does your company’s local business office (identified in question 2) have a least one full time employee?

**YES**  If “yes”, proceed to question 4.

**NO**  **If “no”, STOP, local preference does not apply.**

4. Do at least fifty percent (50%) of your company’s employees who are based in the local business location (identified in question 2) reside within Sarasota, Manatee, DeSoto or Charlotte County?

**YES**  If “yes”, proceed to question 5.

**NO**  **If “no”, STOP, local preference does not apply.**

**Questions 5 – 6**

5. Is your company's local business office (identified in question 2) the primary location (headquarters) of your company?

**YES**  If "yes", **STOP, local preference applies.**

**NO**  If "no", proceed to question 6.

6. If the local business office (identified in question 2) is not the primary location of your company, are at least ten percent (10%) of your company's entire full-time employees based at the local office location AND does at least one corporate officer, managing partner or principal owner of your company reside in Sarasota, Manatee, DeSoto or Charlotte County?

**YES**  If "yes", **STOP, local preference applies.**

**NO**  If "no", local preference does not apply.

**EEE SCHEDULE**

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE <sup>(1)</sup>
<b>PERMITTING</b>			
1	Permit Allowance	Cost	Reimbursed at Cost
<b>LABOR</b>			
2	Estimator	Hour	
3	Expeditor	Hour	
4	Foreman	Hour	
5	Equipment Operator	Hour	
6	Truck Driver	Hour	
7	Laborer	Hour	
8	Skilled Laborer	Hour	
9	Certified Welder	Hour	
10	Emergency Repair Markup – Not to Exceed 10%	Percentage	
<b>AUDIO-VIDEO RECORDING</b>			
11	Audio-Video Recording	Per Job	
<b>MAINTENANCE OF TRAFFIC</b>			
12	Maintenance of Traffic Allowance	Cost	Reimbursed at Cost
<b>EQUIPMENT <sup>(2)</sup></b>			
13	Equipment Truck	Hour	
14	Trailer	Hour	
15	Tanker Trailer with Tractor	Hour	
16	Grade Tractor	Hour	
17	Lowboy with Tractor	Hour	
18	Single Axle Transport	Hour	
19	Tandem Axle Transport	Hour	
20	Tri-Axle Axle Transport	Hour	
21	Tandem Axle Dump Truck	Hour	
22	Tri-Axle Dump Truck	Hour	
23	Tractor with Street Broom	Hour	
24	Small Loader	Hour	
25	Large Loader	Hour	
26	Auger Truck (pole)	Hour	
27	Dozer	Hour	
28	Skid Loader	Hour	
29	Light Tower	Hour	
30	Cement Mixer	Hour	

***THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER***

31	Air Compressor with Jack Hammer and Hoses	Hour	
32	Trench Box	Hour	

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
<b>EQUIPMENT (Continued) <sup>(2)</sup></b>			
33	Temporary Concrete Barrier Walls (set up and delivery included)	Hour	
34	Crossing Plate 4' X 4'	Hour	
35	Crossing Plate 8' X 12'	Hour	
36	Chain Saw	Hour	
37	Cut off Saw (pipe saw)	Hour	
38	Street Saw (self-propelled)	Hour	
39	Pipe Laser	Hour	
40	Pipe Tapping Machine	Hour	
41	3.5 KW Generator	Hour	
42	5 KW Generator	Hour	
43	25 KW Generator	Hour	
44	Compactor	Hour	
45	Roller	Hour	
46	Milling Machine	Hour	
47	Well Pointing Equipment	Hour	
48	Hand Test Pump	Hour	
49	Test Pump	Hour	
50	Jet Pump	Hour	
51	3" Pump with Hoses	Hour	
52	4" Double Diaphragm Pump with Hoses	Hour	
53	4" Vacuum Pump with Hoses	Hour	
54	6" Vacuum Pump with Hoses	Hour	
55	8" Hydraulic Pump with Hoses	Hour	
56	Pumper Truck	Hour	
57	Water Tank Truck (3,000 gallon)	Hour	
58	Jetter Vacuum Truck (16 yards)	Hour	
59	Tracked Hydraulic Excavator: Compact HP 25-30 gross, Digging Reach 15', Operating Weight 3,500 lbs. with front grading blade	Hour	
60	Tracked Hydraulic Excavator: Light HP 50 gross, Digging Reach 18', Operating Weight 18,000 lbs. with front grading blade	Hour	
61	Tracked Hydraulic Excavator: Medium HP 92 gross, Digging Reach 25', Operating Weight 32,000 lbs. with front grading blade	Hour	
62	Tracked Hydraulic Excavator: Large	Hour	

***THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER***

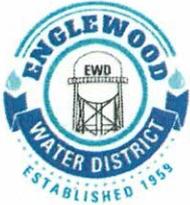
63	Rubber Tire Backhoe Loader: 4WD HP 83 gross, Front Loader Capacity 5,000 lbs., Operating Weight 14,500 lbs., Backhoe Bucket Capacity 1 cubic yard, Digging Depth 14'	Hour	
64			

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
<b>EQUIPMENT (Continued) <sup>(2)</sup></b>			
65			
66			
67			
68			
<b>SUBCONTRACTOR AND MATERIALS</b>			
69	Subcontractor – Not to Exceed 10%	Percentage	
70	Materials Markup – Not to Exceed 10%	Percentage	

Notes:

- Any line items that the Contractor does not want to be considered for can be indicated with an N/A for the Unit Price.
- Blank line items can be filled in by the Contractor if the Contractor deems it necessary for any job.

**END OF SECTION FOUR**



# Procurement Memo

**To:** Keith Ledford, Administrator  
**From:** Bee Ling Wheaton, Procurement Manager  
**Date:** February 4, 2026  
**Re:** Filter Tank Piping Repairs

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Approval is requested for confined-space services to remove, fabricate, and install three (3) 12-inch 316L stainless steel pipe spools for Filter Tank 1 (Side B) and Filter Tank 2 (Sides A & B) at the Englewood Water Treatment Plant. Work includes installation through the filter walls to the first flanged fitting, injection grouting, drilling and epoxying of anchors, repositioning of existing exterior piping, and installation of a new exterior pipe stand.

These pipes have been pushing through the filter walls for several years, similar to the prior failure at Filter #1 Side A. The same repair method previously corrected that condition and restored proper operation.

If not repaired, continued movement will lead to filter failure, making the Lime Plant and R/O Plant inoperable due to the District's reliance on blended water. This would result in the District being unable to provide water service for an extended period.

The recommended vendor is **Innovative Contractors**, utilizing City of Venice Contract No. RFP 3144-23 (expires April 4, 2026). The total cost is **\$55,273.29**, per Estimate No. 4794 dated February 4, 2026. This amount exceeds the Administrator's approval threshold and requires Board approval.

Technical Review and Concurrence:

  
\_\_\_\_\_

Matt Core, Water Operations Lead Operator

Procurement Review:

  
\_\_\_\_\_

Bee Ling Wheaton, Procurement Manager

Administrative Approval:

  
\_\_\_\_\_

Keith Ledford, Administrator

**AGREEMENT TO PIGGYBACK**  
**CITY OF VENICE Contract No. RFP #3144-23**  
**Continuing Contract for Scheduled and Emergency Repairs for City of Venice Infrastructure**

**THIS AGREEMENT** is made as of **February 4, 2026**, between **Englewood Water District**, a Florida Special District, whose address is 201 Selma Ave, Englewood, FL 34223 (hereinafter referred to as the “**DISTRICT**”), and **Innovative Contractors, Inc.** whose address is 104 Palmetto Road West, Nokomis, FL 34275 (“**CONTRACTOR**”).

**WHEREAS**, **CONTRACTOR**, entered into a Contract dated April 5, 2023 with City of Venice (“**City**” or “**CONTRACTING ENTITY**”) resulting from the award of the **CONTRACTING ENTITY’S** Solicitation RFP #3144-23. The Contract is included here as Attachment ‘**A**’.

**WHEREAS**, The **DISTRICT**, has the legal authority to “piggyback” a contract procured by another government entity when seeking to utilize the same or similar services provided by the said contract; and

**WHEREAS**, the **DISTRICT** desires to “piggyback” the above referenced Contract (Attachment ‘**A**’) between the **CONTRACTOR** and the **CONTRACTING ENTITY** for utilization of the same or similar services for Scheduled and Emergency Repairs for Infrastructure and the **CONTRACTOR** consents to the aforesaid “piggybacking”.

**NOW THEREFORE**, having found it to be in the public interest,

1. **Affirmation.** The **CONTRACTOR** affirms and ratifies the terms and conditions of the above referenced Contract with the **CONTRACTING ENTITY** and agrees to perform the services set forth herein for the **DISTRICT** in accordance with the terms of said Contract through the ending date of the Contract.

2. **Changes.** Services shall be provided in accordance with the terms of the Contract with **CONTRACTING ENTITY** except for the following changes. All other terms shall remain.

- a. **Point of Delivery.** Services for the **DISTRICT** shall be made to the locations as designated by the **DISTRICT**.
- b. **Party Substitution.** References to “City of Venice” shall be replaced with “Englewood Water District”.

3. **Term.** This Agreement is effective through April 4, 2026, current effective date of the City’s Contract. Should the City’s Contract be extended (option to extend two additional one year periods to April 4, 2028), this Agreement will also be extended.

4. **Amendment.** Any Amendments to “piggybacked” Contract between **CONTRACTOR** and **CONTRACTING ENTITY** shall be automatically incorporated into this piggyback Agreement.

5. **Purchase Order Administration.** This Agreement will be administered through the District’s purchase order process. The District’s Terms and Conditions of Purchase shall apply to all

purchase orders issued pursuant to this Agreement and shall supplement, but not supersede, the terms of the piggybacked Contract, except where required by applicable law.

6. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

7. **Compliance with Laws.** The CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, orders and decrees of any lawful authorities having jurisdiction over the matter at issue including the Florida Public Record Laws, Chapter 119.

**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, ENGLEWOOD WATER DISTRICT, 201 SELMA AVE, ENGLEWOOD, FL 34223, (941) 460-1003; E-MAIL: [publicrecordrequests@englewoodwater.com](mailto:publicrecordrequests@englewoodwater.com)**

8. **Notices.** Any notice, demand, communication, or request required or permitted hereunder shall be sent by e-mail or certified mail, return receipt requested to:

**As to the DISTRICT:**

**Bee Ling Wheaton**  
Procurement Manager  
Englewood Water District  
201 Selma Ave  
Englewood, FL 34223  
Tel: (941) 460-1014  
Email: [bwheaton@englewoodwater.com](mailto:bwheaton@englewoodwater.com)

**As to the CONTRACTOR:**

**Jason Tison**  
President  
Innovative Contractors  
104 Palmetto Road West  
Nokomis, FL 34275  
Tel: (941) 375-8668  
Email: [info@innovative-contractors.com](mailto:info@innovative-contractors.com)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date stated in the preamble to the Agreement.

**FOR ENGLEWOOD WATER DISTRICT**

By: 

Name: Keith R. Ledford, Jr., P.E.

Title: Administrator

**FOR INNOVATIVE CONTRACTORS, INC.**

By: 

Name: Jason Tison

Title: President

**CONTRACT**

THIS CONTRACT, is made and entered into this 5th day of April, 2023, by and between the City of Venice, Florida, hereinafter referred to as the City, and Innovative Fabricators of Florida, Inc., hereinafter referred to as the Contractor.

W I T N E S S E T H:

THAT FOR and in consideration of the mutual covenants and obligations hereafter set forth, the parties hereto agree as follows:

(1) The Contract Documents consist of this Contract, the City's Request for Proposal (RFP) # **3144-23** Continuing Contract for Scheduled and Emergency Repairs for City of Venice Infrastructure, Contractor's submittal for RFP #3144-23, all of which are incorporated herein by reference. All of the Contract Documents are made a part of this Contract.

(2) The Contractor shall perform all the work required by the Contract Documents and shall include installation of the listed items on an as-needed basis per the bid specifications.

(3) The Term of this Contract shall be for a three (3) year period, commencing on the effective date, and terminating three (3) years from that date. The City may, at its discretion and with the consent of the Contractor, renew the Contract under all of the terms and conditions contained in this Contract for two (2) additional one (1) year periods. The City shall give the Contractor written notice of the City's intention to extend the Contract term not less than thirty (30) days prior to the end of the Contract term then in effect. Requests for consideration of a price adjustment must be made, in writing, to the City's Procurement Manager within ten (10) days of the City's issuance to the Contractor of its intent to extend the Contract term as provided for herein.

(4) The City shall pay the Contractor for the performance of the work, in accordance with Exhibit A, subject to the terms and conditions of the Contract Documents and any written amendments. Contractor shall issue an invoice, consistent with the prices provided in Exhibit A, to the City setting forth the work completed to-date by the Contractor.

(5) Time is of the essence in this Contract. Before any work is commenced by Contractor under this Contract, the City will issue a Purchase Order to the Contractor specifying the work it is requesting the Contractor to complete. Contractor shall not perform any work prior to being issued a Purchase Order from the City. Further, Contractor shall not perform any additional work without an authorized change order to an issued Purchase Order.

(6) In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or workers' representatives, except subcontracts for standard commercial supplies or raw materials.

(7) Contractor must secure and maintain any and all permits and licenses required to complete the work under this Contract, unless the Contract Documents provide otherwise.

(8) Throughout the term of this Contract the Contractor must maintain insurance in at least the amounts and coverage required as shown in Exhibit B. The Contractor must provide a Certificate of Insurance to the City evidencing such coverage prior to issuance of a Purchase Order by the City.

(9) Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the services of this Contract; upon the request of the City's Custodian of Public Records, by providing the City with copies of or access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the City; and upon completion of the Contract by transferring, at no cost, to City all public records in possession of Contractor or by keeping and maintaining all public records required by the City to perform the services of this Contract. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**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 CITY'S CUSTODIAN OF PUBLIC RECORDS KELLY MICHAELS, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, [KMICHAELS@VENICEFL.GOV](mailto:KMICHAELS@VENICEFL.GOV).**

(10) E-Verify. Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the City 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 of Section 448.095, F.S., apply to this Contract. Notwithstanding, if the City has a good faith belief that Contractor has 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 Contract, the City shall terminate the Contract. If the City has a good faith belief that a subcontractor performing work under this Contract 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 Contract, the City shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract based on Contractor's failure to comply with the E-Verify requirements referenced herein.

(11) Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any kind brought on account of any injuries or damages received or sustained by any person or property by or from the Contractor or in consequence of any neglect in safeguarding the work; or by the use of any unacceptable materials related to the work; or on account of any act or omission, neglect or misconduct of the Contractor; or on account of any claim or amounts received under the "Workers' Compensation Law" or any other laws or ordinances, except only such injury or damage as shall have been caused by the negligence of the City. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

(12) Contractor shall be responsible for compliance with the requirements under Chapter 556, Florida Statutes, the "Underground Facility Damage Prevention and Safety Act." Contractor's obligations to defend, indemnify, and hold harmless the City, as provided for under Section 10 of this Contract, shall specifically apply to any violations alleged against the City under the Underground Facility Damage Prevention and Safety Act related to the performance of the work under this Contract. Contractor acknowledges that included in the various items of the proposal and in the total bid price, are costs for complying with the Florida Trench Safety Act (90-96 Laws of Florida) effective October 1, 1990.

(13) Termination. This Contract may be terminated by the City without cause, by giving thirty (30) days prior written notice to Contractor of the intention to cancel; or with cause at any time Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of Contractor to comply with any of the provisions of this Contract shall be considered a material breach of Contract and shall be cause for immediate termination of the Contract at the discretion of the city. This Contract may be terminated by the Contractor only by mutual consent of both parties. If this Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

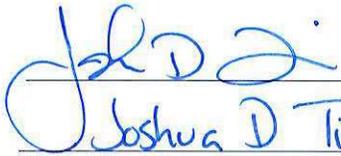
(14) This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The sole and exclusive forum, venue and jurisdiction for any action arising from this Contract shall be in the 12<sup>th</sup> Judicial Circuit in and for Sarasota County, Florida.

(15) This Contract and the Contract Documents constitute the entire Contract of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This Contract shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties to the Contract have hereunto set their hands and seals and have executed this Contract, the day and year first above written.

ATTEST:

INNOVATIVE FABRICATORS OF FLORIDA, INC.

  
Joshua D Tison

Signed by (typed or printed)

BY:   
Jason Tison

Signed by (typed or printed)

(SEAL)

ATTEST:

CITY OF VENICE  
IN SARASOTA COUNTY, FLORIDA

  
KELLY MICHAELS, CITY CLERK

BY:   
NICK PACHOTA, MAYOR

Approved as to Form and Correctness

Kelly M. Fernandez  
Kelly M. Fernandez (Apr 5, 2023 15:20 EDT)  
KELLY M. FERNANDEZ, CITY ATTORNEY

**EXHIBIT A**  
**FEE SCHEDULE**

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE <sup>(1)</sup>
<b>PERMITTING</b>			
1	Permit Allowance	Cost	Reimbursed at Cost
<b>LABOR</b>			
2	Estimator	Hour	\$ 85.00
3	Expeditor	Hour	\$ 80.00
4	Foreman	Hour	\$ 75.00
5	Equipment Operator	Hour	\$ 60.00
6	Truck Driver	Hour	\$ 60.00
7	Laborer	Hour	\$ 58.00
8	Skilled Laborer	Hour	\$ 60.00
9	Certified Welder	Hour	\$ 98.00
10	Emergency Repair Markup – Not to Exceed 10%	Percentage	10 %
<b>AUDIO-VIDEO RECORDING</b>			
11	Audio-Video Recording	Per Job	N/A
<b>MAINTENANCE OF TRAFFIC</b>			
12	Maintenance of Traffic Allowance	Cost	Reimbursed at Cost
<b>EQUIPMENT <sup>(2)</sup></b>			
13	Equipment Truck	Hour	\$ 50.00
14	Trailer	Hour	\$ 15.00
15	Tanker Trailer with Tractor	Hour	@ Subcontractor Cost
16	Grade Tractor	Hour	N/A
17	Lowboy with Tractor	Hour	N/A
18	Single Axle Transport	Hour	N/A
19	Tandem Axle Transport	Hour	N/A
20	Tri-Axle Axle Transport	Hour	N/A
21	Tandem Axle Dump Truck	Hour	N/A
22	Tri-Axle Dump Truck	Hour	N/A
23	Tractor with Street Broom	Hour	N/A
24	Small Loader	Hour	@ Subcontractor Cost
25	Large Loader	Hour	@ Subcontractor Cost
26	Auger Truck (pole)	Hour	N/A
27	Dozer	Hour	N/A
28	Skid Loader	Hour	\$ 38.00
29	Light Tower	Hour	@ Subcontractor Cost
30	Cement Mixer	Hour	N/A

31	Air Compressor with Jack Hammer and Hoses	Hour	@ Subcontractor Cost
32	Trench Box	Hour	@ Subcontractor Cost

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
<b>EQUIPMENT (Continued) <sup>(2)</sup></b>			
33	Temporary Concrete Barrier Walls (set up and delivery included)	Hour	@ Subcontractor Cost
34	Crossing Plate 4' X 4'	Hour	@ Subcontractor Cost
35	Crossing Plate 8' X 12'	Hour	@ Subcontractor Cost
36	Chain Saw	Hour	\$ 15.00
37	Cut off Saw (pipe saw)	Hour	\$ 15.00
38	Street Saw (self-propelled)	Hour	@ Subcontractor Cost
39	Pipe Laser	Hour	@ Subcontractor Cost
40	Pipe Tapping Machine	Hour	@ Subcontractor Cost
41	3.5 KW Generator	Hour	\$ 15.00
42	5 KW Generator	Hour	\$ 15.00
43	25 KW Generator	Hour	\$ 25.00
44	Compactor	Hour	\$ 15.00
45	Roller	Hour	N/A
46	Milling Machine	Hour	N/A
47	Well Pointing Equipment	Hour	@ Subcontractor Cost
48	Hand Test Pump	Hour	@ Subcontractor Cost
49	Test Pump	Hour	@ Subcontractor Cost
50	Jet Pump	Hour	@ Subcontractor Cost
51	3" Pump with Hoses	Hour	\$ 15.00
52	4" Double Diaphragm Pump with Hoses	Hour	\$ 24.00
53	4" Vacuum Pump with Hoses	Hour	\$ 24.00
54	6" Vacuum Pump with Hoses	Hour	\$ 28.00
55	8" Hydraulic Pump with Hoses	Hour	\$ 32.00
56	Pumper Truck	Hour	\$167.00
57	Water Tank Truck (3,000 gallon)	Hour	N/A
58	Jetter Vacuum Truck (16 yards)	Hour	\$175.00

59	Tracked Hydraulic Excavator: Compact HP 25-30 gross, Digging Reach 15', Operating Weight 3,500 lbs. with front grading blade	Hour	\$ 62.00
60	Tracked Hydraulic Excavator: Light HP 50 gross, Digging Reach 18', Operating Weight 18,000 lbs. with front grading blade	Hour	N/A
61	Tracked Hydraulic Excavator: Medium HP 92 gross, Digging Reach 25', Operating Weight 32,000 lbs. with front grading blade	Hour	N/A
62	Tracked Hydraulic Excavator: Large	Hour	N/A
63	Rubber Tire Backhoe Loader: 4WD HP 83 gross, Front Loader Capacity 5,000 lbs., Operating Weight 14,500 lbs., Backhoe Bucket Capacity 1 cubic yard, Digging Depth 14'	Hour	N/A
64	HDPE Butt-Fusion or Electro Fusion Welder	Hour	\$ 45.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
<b>EQUIPMENT (Continued) <sup>(2)</sup></b>			
65	Fabrication Welding Equipment	Hour	\$ 65.00
66	Crane – 14 Ton	Hour	\$190.00
67	Utility Mechanical Boom Truck	Hour	\$ 65.00
68	Confined Space Equipment	Hour	\$ 40.00
<b>SUBCONTRACTOR AND MATERIALS</b>			
69	Subcontractor – Not to Exceed 10%	Percentage	10 %
70	Materials Markup – Not to Exceed 10%	Percentage	10 %

## EXHIBIT B

### INSURANCE REQUIREMENTS

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED** for **Commercial General Liability** and **Business Auto Policy**.
2. The City of Venice shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

*The City of Venice  
401 W. Venice Avenue  
Venice, FL 34285*

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The “Acord” certification of insurance form shall be used.
4. Required Coverage
  - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$ 1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the Contractor)
  - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
  - c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
5. Policy Form:
  - a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
  - b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided

on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

- c) Each insurance policy required by this Contract shall:
  - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
  - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
- d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
- e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the Contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the Contractor until such time the Contractor shall furnish additional security covering such claims as may be determined by the City.
- g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
- i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
- j) All property losses shall be payable to, and adjusted with, the City.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2023

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

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

<b>PRODUCER</b> Atlas Insurance Agency 7120 Beneva Road Sarasota FL 34238	<b>CONTACT NAME:</b> Leah Folkert	
	<b>PHONE (A/C. No. Ext):</b> 941-366-8424	<b>FAX (A/C. No):</b>
<b>E-MAIL ADDRESS:</b> lfolkert@atlasinsuranceagency.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Westchester Surplus Lines Ins.		10172
<b>INSURER B :</b> BUSINESSFIRST INS CO		11697
<b>INSURER C :</b> The Cincinnati Insurance Company		10677
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED** INNOFAB-01  
 Innovative Fabricators of Florida, Inc.  
 dba Innovative Contractors  
 104 Palmetto Road West  
 Nokomis FL 34275

**COVERAGES**

CERTIFICATE NUMBER: 516542508

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	ENP0565668	1/22/2023	1/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ENP0565668	1/22/2023	1/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ENP0565668	1/22/2023	1/22/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	521-19960	8/27/2022	8/27/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability			G73599428002	1/22/2023	1/22/2024	Each Occurrence 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is subject to policy forms, conditions &amp; exclusions.

The City of Venice, its Elected Officials, Officers, Agents and Employees, is included as Additional Insured as required by written contract, but limited to the operations of the insured under said contract, with respect to the General Liability and Auto Liability. A Waiver of Subrogation is granted in favor of Additional Insured as required by written contract but limited to the operations of the Insured under said contract with respect to General Liability, Auto Liability and Workers' Compensation and Employer's Liability. Thirty Days Notice of Cancellation (Ten Days for Nonpayment) will be provided.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Venice  
 401 W. Venice Ave.  
 Venice FL 34285  
 United States

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

AUTHORIZED REPRESENTATIVE

# Utilities Contarctor of Record - Innovative Fabricators of Florida

Final Audit Report

2023-04-05

Created:	2023-03-29
By:	Peter Boers (PBoers@venicefl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3kdEuvGVIRLgJI1HYdq3_-DgWii_RxK2

## "Utilities Contarctor of Record - Innovative Fabricators of Florida" History

-  Document created by Peter Boers (PBoers@venicefl.gov)  
2023-03-29 - 8:09:00 PM GMT- IP address: 50.236.154.174
-  Document emailed to npachota@venicefl.gov for signature  
2023-03-29 - 8:11:14 PM GMT
-  Email viewed by npachota@venicefl.gov  
2023-04-05 - 6:26:43 PM GMT- IP address: 104.47.58.254
-  Signer npachota@venicefl.gov entered name at signing as Nick Pachota  
2023-04-05 - 6:27:14 PM GMT- IP address: 174.239.87.233
-  Document e-signed by Nick Pachota (npachota@venicefl.gov)  
Signature Date: 2023-04-05 - 6:27:16 PM GMT - Time Source: server- IP address: 174.239.87.233
-  Document emailed to Kelly Michaels (kmichaels@venicefl.gov) for signature  
2023-04-05 - 6:27:17 PM GMT
-  Email viewed by Kelly Michaels (kmichaels@venicefl.gov)  
2023-04-05 - 7:13:52 PM GMT- IP address: 104.47.56.254
-  Document e-signed by Kelly Michaels (kmichaels@venicefl.gov)  
Signature Date: 2023-04-05 - 7:14:32 PM GMT - Time Source: server- IP address: 50.236.154.174
-  Document emailed to kfernandez@flgovlaw.com for signature  
2023-04-05 - 7:14:35 PM GMT
-  Email viewed by kfernandez@flgovlaw.com  
2023-04-05 - 7:20:21 PM GMT- IP address: 75.151.66.253

 Signer kfernandez@flgovlaw.com entered name at signing as Kelly M. Fernandez

2023-04-05 - 7:20:40 PM GMT- IP address: 75.151.66.253

 Document e-signed by Kelly M. Fernandez (kfernandez@flgovlaw.com)

Signature Date: 2023-04-05 - 7:20:42 PM GMT - Time Source: server- IP address: 75.151.66.253

 Agreement completed.

2023-04-05 - 7:20:42 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



**CITY OF VENICE, FLORIDA**  
**Finance Department**  
**401 W. Venice Avenue**  
**Venice, FL 34285**

**Request for Proposals**

**RFP Number 3144-23**

**Date of Issue: January 21, 2023**

**Submission Deadline: February 22, 2023**

Title and Purpose of RFP:

**Continuing Contract for Scheduled and Emergency Repairs  
for City of Venice Infrastructure**

**CITY OF VENICE, FLORIDA**  
**REQUEST FOR PROPOSALS**

**NOTICE IS HEREBY GIVEN** that the City of Venice invites and will receive sealed proposals from qualified vendors to perform the following work which is described in detail in the Request for Proposals (RFP) specifications.

**RFP NUMBER:** 3144-23

**RFP TITLE:** Continuing Contract for Scheduled and Emergency Repairs for City of Venice Infrastructure

**PROJECT DESCRIPTION:** The City owns and operates utilities infrastructure that includes, but is not limited to, potable water distribution, sewer collection/transmission with future vacuum, and reclaimed distribution/transmission systems. The City owns and operates a water treatment plant, elevated storage tanks and future booster pumping stations and a water reclamation facility. Additionally, the City owns and operates, sewer lift stations, water and sewer main line valves, water and sewer air release valves, raw water mains and supply wells, and other miscellaneous utility appurtenances. The water, sewer and reclaimed water mains are made from cast iron, asbestos cement, ductile iron, HDPE, clay, and PVC. The gravity sewer system has both brick and precast manholes.

**RFP SUBMITTAL DEADLINE DATE & TIME:** Wednesday, February 22, 2023, at 2:00 PM

**PRE-PROPOSAL CONFERENCE:** **NO**

The City is using a Request for Proposals for this project and will award the contract to the Proposer the City finds, in its sole discretion, best meets the needs of the City.

Specifications and RFP documents are available by calling DemandStar at (800) 711-1712 or by their Internet address at [www.demandstar.com](http://www.demandstar.com). Proposers may also pick up RFP documents at the City of Venice, Procurement- Finance Department, Room 204, 401 West Venice Ave., Venice Florida 34285, (941) 882-7422, at no charge.

The evaluation committee has been selected by the City to ensure that all proposals are fairly considered. The evaluation committee will perform a review of proposals received from Proposers to determine completeness and responsiveness to the principal components of the technical, financial, federal, and legal requirements of the RFP. Request for clarification letters may include, but not limited to, the following: commitment; performance guarantees and standards; project guarantor commitments; project schedules, phasing methods and payment schedules; and letters of credit, performance bonds and insurance requirements. The evaluation committee will make a recommendation to the City Council following the evaluation committee's review of all proposals and consideration of any additional evidence or data desired by the evaluation committee.

Qualified firms are invited to deliver one (1) original, three (3) copies, and one (1) electronic version of the response package using the forms provided in a sealed envelope marked **"SEALED REQUEST FOR PROPOSALS, RFP # 3144-23** Continuing Contract for Scheduled and Emergency Repairs for City of Venice Infrastructure, and delivered to the City of Venice, Procurement- Finance Department, Room 204, City Hall, 401 West Venice Avenue, Venice, Florida 34285. The City assumes no responsibility for proposals received after 2:00 P.M., on February 22, 2023, or at any office or location other than that specified

herein, whether due to mail delay, courier mistake, mishandling or any other reason. Late proposals will be held unopened and will not be considered for award.

All questions, comments, or concerns about this RFP must be submitted in writing to Mr. Peter Boers, Procurement- Finance Department, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285. Mr. Boers is the only designated representative of the City authorized to respond to comments, questions, and concerns. The City will not respond to comments, questions or concerns addressed to any person other than Mr. Boers. If the City determines that a particular comment, question or concern necessitates a global response to all Proposers, the City will issue a clarifying memorandum or addendum. **The final day that the City will accept questions will be Friday, February 10, 2023 by 1:00 P.M.**

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request re-submission. Any sole response received by the submission date may or may not be rejected by the City, depending on available competition and timely needs of the City.

The City reserves the right to select a firm with or without interviews, and may decide to select any of the firms submitting proposals. The City reserves the right to award the contract to a responsible proposer submitting a responsive proposal, with a resulting negotiated agreement, which is most advantageous, and in the best interests of the City.

The City shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. In addition, the City reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to perform the work or service requested.

Proposers, their agents and associates shall not contact or solicit any City Council member, City employee, or official regarding this RFP during any phase of this RFP. Failure to comply with this provision may result in disqualification of the Proposer, at the option of the City. Only that individual listed, as the contact person in this Notice shall be contacted.

CITY OF VENICE, FLORIDA

Peter A. Boers, Procurement Department

PUBLISH:

Saturday, January 21, 2023

Wednesday, January 25, 2023

## TABLE OF CONTENTS

### **Title**

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**Request for Proposals**

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**Section 1- General Conditions**

**Section 2 - Scope of Work**

**Section 3 - Request for Proposals and Response Procedures**

**Appendix**

**Required Forms**

- Qualifications Statement
- Project Team
- Public Entity Crimes Form
- Drug Free Workplace Form
- Indemnification/Hold Harmless Statement
- Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion
- Conflict of Interest, and Litigation Statement
- Non-Collusion Affidavit
- E-Verification Certificate
- Local Preference Checklist
- Fee Schedule

## **SECTION 1: GENERAL CONDITIONS**

### **DEFINED TERMS**

Terms used in this solicitation are defined and have the meaning assigned to them. The term "Offeror" means one that submits a proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom the City of Venice (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Venice, a municipal corporation of the State of Florida. The term "RFP" refers to this Sealed REQUEST FOR PROPOSALS. The term "solicitation" refers to the entire RFP package and the Offeror's submittal as a response to this RFP. The term "submittal" refers to all documentation and information as submitted by the Offeror in response to this solicitation. The term "Department" refers to the State of Florida Department of Transportation.

### **1. OFFEROR REGISTRATION:**

Offerors who obtain solicitation documents from sources other than the City or download from <http://www.demandstar.com/> must officially register receipt of the solicitation with the City's Procurement- Finance Department in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Offeror may cause your submittal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued addenda. The City of Venice is not responsible for the accuracy of bid documents and information obtained from any source other than <http://www.demandstar.com/>.

### **2. CONTACT:**

All prospective Offerors are hereby instructed not to contact any member of the City of Venice City Council, City Manager, or City of Venice staff member other than the contact person indicated in this RFP regarding this solicitation or their submittal at any time prior to the final evaluation and recommended ranking by the City staff for this project. Any such contact shall be cause for rejection of your submittal.

### **3. ADDENDA AND INQUIRIES:**

3.1 If there is any doubt as to the true meaning of the specifications and information provided, Offerors may submit written or faxed inquiries regarding this solicitation to the Procurement- Finance Department, 401 West Venice Avenue, Room # 204 Venice, FL 34285, Fax No. (941) 486-2790. The City will respond to written or faxed inquiries received by the posted deadline for questions. Inquiries must reference the date and time of opening, and the solicitation number. Failure to comply with this condition shall result in the Offeror waiving their right to dispute the specifications and information provided in the solicitation document.

3.2 Any change to this solicitation shall be made by addenda duly issued to each registered Offeror. Receipt of such addenda must be so noted on or within your response. It is the Offeror's responsibility to make contact through the Internet or phone to determine if Addenda have been issued.

3.3 Oral Inquiries: The City will not respond to oral inquiries.

### **4. PUBLIC OPENING:**

Submittals shall be received in the Procurement- Finance Department, 401 W. Venice Ave, Venice, FL 34285 by the date and time indicated on these documents. As soon as possible thereafter, the names of the Offerors shall be read off at the specified location.

### **5. DELAYS:**

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Offerors of all changes in scheduled due dates by written addenda.

### **6. PROPOSAL SUBMISSION AND WITHDRAWAL:**

6.1 Address to send submittal:  
Procurement- Finance Department  
City of Venice  
401 W. Venice Ave, Room # 204.  
Venice, FL 34285

6.2 The outside of the envelope/container must be identified with the solicitation number and title as stated above. The envelope/container must also include the Offeror's name and return address.

6.3 Submittals may be withdrawn by an appropriate document duly executed (in the manner that a Submittal must be executed) and delivered to the place where Submittals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Submittal will not prejudice the rights of an Offeror to submit a new Submittal prior to the opening date and time. After expiration of the period for receiving Submittals, no Submittal may be withdrawn or modified.

6.4 Withdrawal of Submittals after Opening Date: Submittals, once opened, become the property of the City and will not be returned to the Offerors. Submittals not so withdrawn before the opening constitute an irrevocable offer for a period of one-hundred-eighty (180) days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by City staff. No Offeror may withdraw their proposal during this one-hundred-eighty (180) day period.

6.5 Number of Submittal Copies: Offerors shall submit four (4) complete sets (one original and three copies) of the submittal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.

6.6 Proposal Is Not Binding: The Offeror understands that responding to this solicitation does not constitute an agreement or contract with the Offeror. A submittal is not binding until submittal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.

6.7 Responsibility for getting a submittal to the City on or before the specified date and time is solely and strictly that of the Offeror. The City will not be responsible for any delay, for any reason whatsoever. Submittals by telephone, telegram, facsimile machines, and Internet, will not be acceptable. Submittals must be received and stamped on the outside of the envelope with the time and date, in the Purchasing Department by the date and time specified for opening.

6.8 LATE SUBMITTALS – Submittals received after the date and time of the opening will not be considered and will not be opened. It will be the Offeror's responsibility to make arrangements for the return of their submittal at their expense.

### **7. PRICES, TERMS AND PAYMENT:**

7.1 Firm prices shall be bid F.O.B. requesting agency and include packing, handling and shipping charges fully prepaid by the vendor.

7.2 BID PRICE/MISTAKES: The bidder shall show in the proposal both the unit price and the total amount on items when indicated. In the event of discrepancy between the unit price and the extension, THE UNIT PRICE SHALL PREVAIL. Prices shall be extended in decimals.

7.3 **INVOICING AND PAYMENT:** The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the purchase order number. **THE VENDOR SHALL ACCEPT NO ORDER WITHOUT A PURCHASE ORDER NUMBER FROM THE CONTRACTING ENTITY.** The City reserves the right to pay for purchases made under any agreement resulting from a solicitation through its Purchasing Card Program which utilizes VISA credit cards, check or the ACH (Automated Clearing House) process. When payment is received utilizing the City credit card, an original invoice should not be mailed to the Finance Department. Only the credit card receipt is issued for this charge with the original receipt being provided with the delivery to the individual cardholder placing the order. No surcharges will be accepted for the use of purchasing cards.

7.4 **TAXES:** The purchase of certain items by the Contracting Entity are exempt from the payment of excise, transportation and sales tax imposed by the Federal, State and/or City governments. Such taxes must not be included in proposal prices. Upon request, applicable Federal Excise Exemption certificates will be furnished.

**8. CONDITION AND PRICING:**

It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

**9. SAFETY STANDARDS:**

Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of occupational Safety and Health Act and any standards.

**10. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's product name and reference number. Bidder shall submit with his/her proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The City's Purchasing Office is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the Purchasing Director or designated representative.

**11. DELIVERY:**

All prices shall be F.O.B. Destination, Venice, Florida. Delivery date and warranties must be written out and submitted with bids. Delivery dates, as specified, must be met.

**12. ADDITIONAL PURCHASES ("PIGGY-BACK") BY OTHER PUBLIC AGENCIES:**

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the proposal sheet.

**13. SUBMITTAL PREPARATION COST:**

The City shall not be liable for any expense incurred in connection with preparation of a submittal to this document. Offerors should prepare a straightforward and concise description of the Offeror's ability to meet the requirements of this document.

**14. ACCURACY OF SUBMITTAL INFORMATION:**

Any Offeror, who states in their submittal any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

**15. LICENSES:**

Licensed and Certified: Offeror's, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the state of Florida at the time of submittal and during the entire Contract time.

**16. LOCAL PREFERENCE:**

16.1 Unless otherwise noted in the solicitation, preference shall be given to a "local business" in the awarding of any Invitation to Bid (ITB), Request for Proposal (RFP) or Request for Qualifications (RFQ) in accordance with Section 2-217 of the City of Venice's Code. Local preference shall not apply to other types of solicitations unless explicitly stated in the subject solicitation.

16.2 "Local business" means the vendor has paid a local business tax to either Sarasota, Manatee, DeSoto or Charlotte County, whichever county the vendor is located, if applicable prior to bid submission that authorizes the vendor to provide the commodities or services to be purchased, and maintains a permanent physical business address located within the limits of either Sarasota, Manatee, DeSoto or Charlotte County from which the vendor operates or performs business, and at which at least one full time employee is located.

16.3 In addition, fifty percent (50%) or more of the employees based at the local business location must reside within Sarasota, Manatee, DeSoto or Charlotte County.

16.4 In the event the local office is not the primary location of the vendor, at least ten percent (10%) of the vendor's entire full-time employees must be based at the local office location. Alternatively, this requirement may be satisfied if at least one corporate officer, managing partner or principal owner of the vendor resides in Sarasota, Manatee, DeSoto or Charlotte County.

16.5 Offerors wishing to be given preference as a local business must submit **with their offer**, all of the Local Preference documentation identified in the "Required Forms Section" of the solicitation.

16.6 For local preference to be granted, the name of the company represented on the required forms must be the same as the name on the Local Preference documentation.

16.7 Information regarding Sarasota County's Local Business Tax can be found at [www.sarasotataxcollector.governmax.com](http://www.sarasotataxcollector.governmax.com).

16.8 In case of a proposal submitted by more than one entity, any one of those entities can qualify the proposal for the local preference. Sub-contractors or sub-consultants cannot qualify a proposal for local preference.

**17. POSTING OF NOTICE OF INTENT:**

A notice of intent for award will be posted for review by interested parties in City Hall and on the City's website prior to submission through the appropriate approval process to the appropriate level for final approval of award.

**18. PUBLIC RECORDS/TABULATION:**

Submittals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within ten (10) days after the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on Demand Star at

their Internet Website at <http://www.demandstar.com/>.

All records associated with the project and completion of the project itself must be retained for six (6) years after completion of the project or until all audits, claims, litigation or other actions have been released (whichever occurs later).

The vendor shall furnish and cause each of its own or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, Sarasota City, Housing and Urban Development or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

## 19. RESERVED RIGHTS:

19.1 The City reserves the right to waive formalities in any submittal, and to reject any or all submittals in whole or in part, with or without cause and/or to accept the submittal that in the City's judgment will be in the best interest of the City. The City specifically reserves the right to reject any conditional submittal.

19.2 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all submittals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional submittals. Submittals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

19.3 City reserves the right to reject the submittal of any Offeror if the City believes that it would not be in the best interest of the City to make an award to that Offeror, whether because the submittal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City.

19.4 The City reserves the right to terminate the contract with any vendor who fails to meet a deadline or shows incompetency.

## 20. INSURANCE:

20.1 Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

20.2 The City of Venice is to be specifically included as an **ADDITIONAL INSURED** (with regards to General Liability and Business Auto).

20.3 The City of Venice shall be named as Certificate Holder. **Please Note that the Certificate Holder should read as follows:**

The City of Venice  
401 W. Venice Avenue  
Venice, FL 34285

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

20.4 Required Coverage

a. **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)

b. **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.

c. **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.

d. **Professional Liability:** The Contractor will have and maintain during the term of the Contract, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with the Contract in the amount specified in the Contract.

The Contractor will have and maintain during the term of the Contract, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with the Contract in the amount specified in the Contract.

20.5 Policy Form:

a. All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.

b. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

c. Each insurance policy required by this Contract shall:

(1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;

(2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.

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

e. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.

f. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.

g. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting

period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

h. Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.

i. Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.

j. All property losses shall be payable to, and adjusted with the city

k. The City may increase or decrease the coverage and coverage limits required of the contractor by change order.

### **21. INDEMNIFICATION/HOLD HARMLESS:**

The Offeror shall defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Offeror, its sub-contractors and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm representations as set forth in the proposal or any other failure of the elected firm's to comply with the obligations on its part to be performed under this contract.

### **22. PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT :**

22.1 Each Offeror shall complete the Non-Collusive Affidavit and the Public Entity Crimes Form and shall submit the forms with the submittal. CITY considers the failure of the Offeror to submit these documents to be a major irregularity and may be cause for rejection of their submittal.

22.2 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a Offeror, supplier, Sub-Offeree, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.3 Termination for Cause: Any Agreement with the City obtained in violation of this Section shall be subject to termination for cause. A Sub-Offeree who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Sub-Offeree acceptable to the City.

### **23. GRATUITIES AND KICKBACKS:**

23.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular

matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

23.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Offeree under a Contract to Offeror or higher tier Sub-Offeree any person associated therewith, as an inducement of the award of a subcontract or order.

23.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

### **24. EQUAL EMPLOYMENT OPPORTUNITY:**

Offeror shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

### **25. SPECIAL REQUIREMENTS FOR PROJECTS PAID BY THE DEPARTMENT OF TRANSPORTATION:**

25.1 The City encourages DBE firms to compete for CITY professional services projects, and also encourages non-DBE Contractors to use DBE firms as sub-contractors. However, use of DBE sub-contractors is not mandatory and no preference points will be given in the selection process for DBE participation. Contractors are required indicate their intention regarding DBE participation in the DBE Participation Statement contained in the Appendix to this Request for Proposal and to submit that statement with their technical proposal.

25.2 Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the City in this endeavor, Contractors are requested to submit the Bidder's Opportunity List contained in the Appendix to this Request for Proposal with their technical proposal. The list should include yourself as well as any prospective sub-contractor that you contacted or who has contacted you regarding this project. However, any firm previously shown on such a list need not be included.

25.3 Contractor Affidavits: The Contractor shall submit all forms provided in Appendix.

25.4 The Certification Regarding Debarment and Truth-In-Negotiations Certification shall be executed by an officer of the firm, associates or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

25.5 The Certification for Disclosure of Lobbying Activities form shall be submitted by the proposed Prime Contractor and Sub-contractors. If a Standard Form-LL has previously been submitted to a government agency and there has been no material change, a copy of the previous submission is sufficient.

25.6 Federal Law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the Department in this endeavor, Contractors are required to submit the Bid Opportunity List. The list should include yourself as well as any prospective sub-contractor that you contacted or who has contacted you regarding this project. Any firms that have previously been shown on such a list need not be included.

### **26. TERMS FOR FEDERAL AID CONTRACTS:**

The following terms apply to this contract which involves the expenditure of federal funds:

26.1 It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans specifications, maps data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

26.2 It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.

26.3 COMPLIANCE WITH REGULATIONS: The Contractor shall comply with the regulations of the U.S. Department of Transportation

relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.

26.4 **NONDISCRIMINATION:** The Contractor, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of Sub-Offenders, including procurements of material, and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the program set forth in Appendix B of the Regulations.

26.5 **SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations made by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential Sub-Offender, supplier or lessor shall be notified by a Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color religion, sex or national origin.

26.6 **INFORMATION AND REPORTS:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall certify to the Department, or the U.S. Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.

26.7 **SANCTIONS OF NONCOMPLIANCE:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State of Florida Department of Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to,

1. withholding of payments to the Contractor under the contract until the Contractor complies and/or
2. cancellation, termination or suspensions of the Contract, in whole or in part.

26.8 **INCORPORATION OR PROVISIONS:** The Contractor will include the provisions of Section 25.11, part 1 and 2 of the General Conditions in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State of Florida Department of Transportation or the U.S. Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with litigation with a Sub-Offender or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

26.9 **INTEREST OF MEMBERS OF CONGRESS:** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

26.10 **INTEREST OF PUBLIC OFFICIALS:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall be any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States, and public corporations, boards, and commissions established under the laws of any State.

26.11 It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, Unites States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

26.12 It is understood and agreed that if the Contractor at any time learns that the certification it provided the Department in compliance with CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason changed circumstances, the Contractor shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.

26.13 The Department hereby certifies that neither the Contractor nor the Contractor's representative have been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

A. employ or retain, or agree to employ or retain, any firm or person, or

B. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

26.14 The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

26.15 The Contractor hereby certified that it has not:

A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above Offeror) to solicit or secure this contract;

B. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

C. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above Offeror) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

26.16 The Contractor further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

## **27. CONFLICT OF INTEREST:**

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

October 1, 1975.

Qualification for elective office.

Appointment to public office.

Beginning public employment

**28. DRUG FREE WORKPLACE:**

The City of Venice has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the City of Venice workplace.

The City of Venice requests the attached Drug Free Workplace Affidavit to accompany your response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tiebreaker when two or more separate entities have submitted proposals at the same price, terms and conditions.

**29. APPLICABLE LAWS:**

Interested parties are advised that all City contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as the basis for contractual obligations between the Offeror and the City for any terms and conditions not specifically stated within the context of this contract.

**30. COMPETENT PERSONNEL:**

All interested firms are to warrant that services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

**31. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:**

31.1 Before delivering a submittal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the solicitation documents; and notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the solicitation documents.

31.2 The Offeror, by and through delivering a submittal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services.

**32. SPECIFICATIONS:**

32.1 The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

32.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.

**33. CANCELLATION CLAUSE:**

Failure to comply with any of the terms, conditions, specifications and/or service requirements will be just cause for termination of this contract by a thirty (30) day written notice of intent forwarded to the successful Offeror.

**34. ACCEPTING CONTENT OF PROPOSAL:**

By delivering a submittal in response to this solicitation document, the Offeror certifies that they have fully read and understand the context of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed. Submittals shall be returned in the sequential

manner as requested in the "Submittal Format and Requirements" section of this solicitation.

**35. TAXES:**

The negotiated cost shall include all freight, handling, delivery, surcharges or other incidental charges that may be required to provide the services or deliver the commodities. The City of Venice is exempt from the payment of Federal and State taxes, including sales tax. Your cost proposal shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the City.

**36. ASSIGNMENT:**

36.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

36.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

**37. SOLICITATION FORMS:**

37.1 If the Proposer cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service requirement. In the case of a "not available" remark, the Offeror may offer an alternative service. Alternate submittals may be submitted for consideration. It will be at the City's sole discretion to accept or reject any and all alternate submittals received.

37.2 This solicitation presents the City's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Offerors are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the City.

37.3 Submittals may be delivered, which deviate from the requirements herein, providing that they are clearly identified as alternate submittals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the City that an alternative proposal be considered. Such alternative proposals will be provisionally accepted for consideration, subject to the reserved right of the City to make the determination whether the above stated conditions for alternate proposals have been satisfied and subject further to the reserved right of the City to accept or reject these proposals upon the basis of the determination.

**38. DISCLOSURE – PUBLIC OFFICER, PUBLIC EMPLOYEE OR ADVISORY BOARD MEMBER OF CITY:**

38.1 Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit any public officer, employee, or advisory board member of the City from holding any employment or contractual relationship with any business entity doing business with the City. Section 112.313(12) provides that a public officer, employee, or advisory board member will not be in violation of the prohibition if all three of the following conditions are met. The filing of the disclosure form with the Supervisor of Elections is the sole responsibility of the Proposer and must be filed prior to or at the time of submission of the proposal. A copy of the filed disclosure form shall be submitted as part of the proposal.

38.2 Bid is awarded under a sealed, competitive Proposal to lowest or best Proposer system. Advisory board member is required to, prior to or at the time of the submission of the proposal, file a statement with the Supervisor of Elections, disclosing his interest and the nature of the intended business. The form is entitled "Form 3A Interest in Competitive Proposal for Public Business," a copy of which is available from the City's Purchasing department.

38.3 The public officer, employee, or advisory board member, spouse, or child is required to have in no way used or attempted to use his influence to persuade a member of the City or any of its personnel to enter into such a contract other than by the mere submission of the proposal.

38.4 The public officer, employee, or advisory board member, spouse, or child is required to have in no way participated in the determination of the Bid specifications or the determination of the lowest or best Proposer.

## **1. CIVIL RIGHTS:**

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332:

The CONTRACTOR or SUBGRANTEE shall not discriminate on the basis of race, age, creed, disability, marital status, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBGRANTEE shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of (Florida Department of Transportation, the Federal Highway Administration, Federal Aviation Administration, the US Department of Energy, US Department of Justice, or Office of Housing and Urban Development) assisted contracts. Failure by the CONTRACTOR or SUBGRANTEE to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the City deems appropriate.

Each subcontract the CONTRACTOR or SUBGRANTEE signs in regards to this federal aid PROJECT must include the assurance in this paragraph (see 49 CFR 26. 13(b)). The CONTRACTOR or SUBGRANTEE agrees to comply with all applicable federal implementing regulations and other implementing requirements the Federal government may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this AGREEMENT:

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR or SUBGRANTEE agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT.

The CONTRACTOR or SUBGRANTEE agrees to take all reasonable steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of payer other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may issue.

(2) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR or SUBGRANTEE agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR or SUBGRANTEE agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may Issue.

(4) Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that the Federal agency determines otherwise in writing, the CONTRACTOR or SUBGRANTEE agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001. The City's LEP Plan is available in the Title VI/ADA plan at City facilities or may be viewed online at [www.venicegov.com](http://www.venicegov.com)

(5) Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections - To the extent applicable, the CONTRACTOR or SUBGRANTEE agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 et seq., and any amendments to these laws.

(6) Other Nondiscrimination Laws - The CONTRACTOR or SUBGRANTEE agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The CONTRACTOR or SUBGRANTEE also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

## **2. BID PROTESTS:**

In any case where a bidder wishes to protest either the results of or the intended disposition of any bid, the bidder must:

40.1 File a written notice to the City Manager of the bidder's intention to protest within one (1) business day of the bid opening or the City's declaration of intent with regard to the disposition. Upon receipt of a protest, the bid process shall be suspended until the protest procedure herein described has been completed.

40.2 Within five (5) days of filing the written notice of intent to protest, the protester shall file a formal written protest with the City Manager, acting as the bid protest officer, explaining in detail the nature of the protest and the grounds on which it is based. During this five-day period, the protester is encouraged to attempt to resolve the issue with the City's Finance Department.

40.3 The protester must include with the formal written protest a bid protest bond in the form of a certified check, cashier's check or money order made payable to the city in an amount equal to five percent (5%) of the lowest acceptable bid. The bond will be deposited with the Cashier's Office where it will be put into an account and the protester will receive a receipt. 40.4 Upon timely receipt of the formal written protest and protest bond, the City must:

(1) Issue formal findings of fact and a written decision with regard to the validity or non-validity of the formal written protest within ten (10) business days of the City's receipt of the protest.

(2) Within two (2) business days of receipt of the formal findings of fact and written decision, the City shall notify the protester of the decision of the bid protest officer. Such notification shall be transmitted via certified return receipt mail.

40.5 Should the protest be found to be without merit or validity, the bid protest bond shall be forfeited to the City in its entirety, and the bid process may resume. If a decision favorable in whole or in part to the protest is rendered, a check for the full amount of the bond will be returned to the protester.

3. FEDERAL COMPLIANCE - CONTRACTOR shall comply with the following Federal requirement as they apply to:

41.1. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL - The CONTRACTOR shall allow access by the grantee, subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

41.2. CLEAN AIR ACT—(41 U.S.C. 7401-7671q) AND THE FEDERAL WATER POLLUTION CONTROL ACT (U.S.C. 1251-1387), AS AMENDED - Contracts and subgrants in excess of \$150,000 must contain a provision that require the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7402-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

41.4. COPELAND ANTI-KICKBACK ACT - The CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair).

41.5. COPYRIGHTS - The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

41.6. DISADVANTAGE BUSINESS ENTERPRISES (DBE) CONTRACTORS CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS - The CONTRACTOR agrees to ensure that Disadvantage Business Enterprises have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, CONTRACTOR shall take all necessary and

reasonable steps in accordance with 2 C.F.R., Part 200.321, as amended, to ensure that ~~the~~ Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts.

Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

41.7. ENERGY POLICY AND CONSERVATION ACT - The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

41.8. EQUAL EMPLOYMENT OPPORTUNITY - The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed

the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the

compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(9) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(10) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(11) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

#### 41.9. REPORTING

i. Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally owned property report.

ii. Reports Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close out the grant in writing.

41.10. SAFETY COMPLIANCE. It shall be the CONTRACTOR's sole responsibility to comply with all City, Local, State and Federal rules and regulations while performing work for the City, which include all FEMA and OSHA protocols relating to safety equipment and procedures. These regulations include but are not limited to: safe working environment for properly constructed and maintained monitory towers, debris management site operations, debris pick up, debris transportation.

41.11. PROCURMENT OF RECOVERED MATERIALS – The CONTRACTOR must comply with Section 6002 of the Solid Waste

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

41.12. DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689) – Any contracts awarded (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System of Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement the Executive Orders 12549 (3 CFR par 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

41.13. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as amended)– Contractors who apply or bid for an award \$100,000 or more shall file the required certification. Each tier certifies to the tier

above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer of employee of any agency, a member of Congress, officer or employee of Congress, or any 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

41.14. Contracts for more than the simplified acquisition threshold currently set at \$150,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for sanction and penalties as appropriate.

**The Contractor acknowledges that they have read the above information and agrees to comply with all the above RFP requirements.**

**END OF SECTION**

## SECTION 2: SCOPE OF SERVICES

### 2.0 BACKGROUND INFORMATION

The City's owns and operates utilities infrastructure that includes, but is not limited to, potable water distribution, sewer collection/transmission with future vacuum, and reclaimed distribution/transmission systems. The City owns and operates a water treatment plant, elevated storage tanks and future booster pumping stations and a water reclamation facility. Additionally, the City owns and operates, sewer lift stations, water and sewer main line valves, water and sewer air release valves, raw water mains and supply wells, and other miscellaneous utility appurtenances. The water, sewer and reclaimed water mains are made from cast iron, asbestos cement, ductile iron, HDPE, clay, and PVC. The gravity sewer system has both brick and precast manholes.

### 2.1 SERVICES OF THE CONTRACTOR

The work under this contract will be on an as-needed basis. Individual work will be authorized by issuance of a Purchase Order.

Scheduled and emergency construction work of the City's utility infrastructure that shall be performed by the Contractor may include, but not be limited to, the following:

- A. Installation, repair, replacement, relocation, and maintenance of potable water mains, sewer gravity mains, sewer force mains, sewer vacuum mains, reclaimed water mains, services, laterals, fire hydrants, and valves; performance of ancillary services such as excavating trenches, providing suitable backfill material, and site restoration.
- B. The Contractor shall provide all expertise, labor, equipment, materials (pipe, fittings, tees, meters, valves, fire hydrants, etc.) necessary to satisfactorily complete both scheduled and emergency repairs and installations of the City's utility infrastructure to the acceptability of City.
- C. The work under this contract will be on an as-needed basis.
- D. **Scheduled Work.** Tasks associated with schedule work assignments will typically be identified by the City in advance and are to be performed on an ongoing basis to meet the utility renewal and replacement needs of the City. Contractors must commence work within two weeks of City approval for such scheduled work and complete all work tasks within the schedule identified in the Scope of Work. Contractor shall provide a work schedule within 5 days of City notice.
- E. **Emergency Work.** Contractors must respond within 20 minutes and commence work within one (1) hour of notification by the City's representative for emergency work. The Contractor shall be allotted up to 10% markup on labor and equipment as identified in the approved Fee Schedule for City identified Emergency Work.

Contractor will furnish or obtain from others Additional Services as needed. These services may include but are not necessarily limited to, the following:

- A. Specialized subcontractors working under the Contractor to perform such work requiring specialized equipment or services not included in the Fee Schedule such as: Florida registered surveyor, pipe bursting, asphalt, concrete, landscape installation, density testing, bacteriological testing, etc.

- B. During the utility work, there is the possibility of additional assignments, such as stormwater, that may involve coordination other City departments.

## **2.2 APPLICABLE STANDARDS AND REQUIREMENTS**

Using Federal, State, County, and City standards as guidelines, all work shall be performed in full accordance with all applicable rules, laws, codes, ordinances, and regulations, using the latest editions and versions including, but not limited to, the following:

- 1) Rules and regulations pertaining to water, sewer (wastewater) and reclaimed water spill prevention, containment and mitigation
- 2) Florida Department of Environmental Protection (FDEP) rules and regulations
- 3) National Pollutant Discharge Elimination System (NPDES, 40 CFR part 122)
- 4) Florida Department of Transportation (FDOT) Standard Specifications
- 5) Florida Building Code
- 6) Florida Trench Safety Act (F.S. Title XXXIII, PART III, F.S. Chapter 553.60-553.64)
- 7) Underground Facility Damage Prevention and Safety Act (F.S. XXXIII Chapter 556)
- 8) American Water Works Association (AWWA)
- 9) American National Standards Institute (ANSI)
- 10) Occupational Health and Safety Act (OSHA)
- 11) City of Venice Standard Details, General Notes and Testing Requirements  
<https://www.venicegov.com/services/utilities/standard-details>
- 12) American Society for Testing and Materials (ASTM)
- 13) City of Venice, Code of Ordinances Land Development Regulations
- 14) National Plumbing Code
- 15) National Building Code (NBC)
- 16) National Fire Protection Association (NFPA)

### **A. CONTRACTOR**

- 1) The successful contractor shall possess Florida General Contractor and Utility Licenses. Additional licensing may be required including Class V Fire Protection, and backflow testing repair and certification.

### **B. TECHNICIANS AND EQUIPMENT OPERATORS**

- 1) Contractor's employees shall have the ability (including possessing the required license(s)) to operate both large and standard size equipment, including excavators, crane trucks, and other heavy machinery.

### **C. PERMITS**

- 1) If permits are required for a project, the Contractor shall be responsible for obtaining advanced written pre-approval from the City for all necessary permits from the City. The

Contractor shall be reimbursed for the total cost of the permitting and provide supporting documentation.

- 2) Upon completion of any work requiring a permit, the Contractor shall provide evidence the work was approved by the regulatory authorities and completed.

#### D. LOCATES

- 1) The Contractor is responsible for initiating locate requests through Sunshine 811 per Underground Facility Damage Prevention and Safety Act F.S. 556 F.S. Contractor to locate and mark the underground facilities prior to commencing work.

#### E. AUDIO-VIDEO RECORDINGS AND PHOTOGRAPHS (recordings)

- 1) The Contractor shall take audio-video recordings or photographs to document existing conditions of the proposed work areas during times of good visibility. Contractor shall submit the recordings to the City prior to commencing work, and upon completion if requested.

#### F. MAINTENANCE OF TRAFFIC (MOT)

- 1) The Contractor shall execute MOT in accordance with FDOT Roadway and Traffic Design Standards when working within the State and County rights-of-way and/or the ability to obtain required permits when applicable.

#### G. EQUIPMENT

- 1) All trip charges, mileage, vehicle charges, and travel time shall be considered incidental of the project and only time on the job site may be charged.
- 2) Equipment sitting idle on the job site shall not be considered billable. Only equipment actively operating for the completion of services shall be considered for billing purposes.

#### H. MATERIALS

- 1) The City reserves the right to provide materials to the Contractor for any or all work performed.
- 2) The Contractor's pay applications shall include backup from all suppliers that clearly shows the manufacturer's part number, description, and cost. The Contractor will submit with their pay applications invoices from suppliers and other trade partners for the purpose of verifying materials associated with the costs.

#### I. BEST MANAGEMENT PRACTICES (BMPs)

- 1) Contractor shall provide and maintain effective erosion control measures for the entire duration of the construction process. Control measures must be adequate to ensure full compliance with the requirements of all applicable jurisdictional agencies and, when applicable, the EPA-NPDES general permit for stormwater discharges and the stormwater pollution prevention plan developed for the project.
- 2) Open trenches shall not be allowed during non-working hours.

## J. RESTORATION

- 1) The Contractor shall restore disturbed areas progressively as the work continues. Final restoration to be completed within 30 days of work completion in that area.
- 2) It is the Contractor's responsibility to assure all construction sites and affected adjacent areas are restored to a condition equal to, or better than, existing conditions. All restoration is subject to the approval of the City and when applicable, the Property Owner.
- 3) Concrete, road base and asphalt restoration for sidewalks, curbs, drives, parking areas and proper compaction of all excavations under public roadways shall be per area of having jurisdictional standards or matching existing, whichever is better. The Contractor shall submit documentation showing the proper density testing was performed by a certified testing company in accordance with the applicable jurisdiction's requirements.

## K. DEBRIS, WATER, AND CHEMICAL REMOVAL AND LANDFILL DISPOSAL

- 1) During the progress of the work the Contractor shall, at all times, keep the site of the work areas and adjacent premises free from waste material, debris, rubbish, or any type of debris resulting from the construction and the contractor's personnel and their subcontractors. Upon completion of the work all equipment, excess materials, etc., shall be removed from the project site as soon as is practicable.

## L. MATERIAL UNCOVERED DURING CONSTRUCTION

- 1) If a potentially hazardous substance is discovered during the performance of services, the Contractor shall cease work immediately and inform the City's representative.
- 2) The Contractor shall take all measures to prevent the release of the material to the environment and protect all onsite workers and the general public from the potential exposure. During the course of substance containment or evacuation of site personnel, the Contractor shall protect onsite workers, non-workers and the general public from contact with or exposure to the contaminated substance or materials and shall contain or abate the spread of the material.

## 2.3 CONTRACTOR RESPONSIBILITIES

- A. Every Contractor's crew must have at least one employee on site that can effectively communicate in English with City staff and the public.
- B. Contractor will coordinate work so that there is minimal to no interruption to the customers and public at any location.
- C. **Bonding Requirements.** No Bid Bond or Payment and Performance (P&P) Bonds will be required unless the individual project exceeds \$250,000. Contractor shall be reimbursed for the actual cost of P&P Bonds.

**END OF SECTION TWO**

## SECTION 3: SELECTION PROCESS

### 3.0 RFP SELECTION PROCEDURES

- A. **Selection Process.** A Selection Committee will review all responses to the RFP. The Selection Committee may hear presentations by the Contractors and rank the Contractors. Negotiations with the top ranked Contractors will begin.
- B. The following steps will be followed in the selection process:
- a. The Procurement Manager will review all the qualification packages that are received by the submittal deadline and determine which are considered as responsive to the RFP.
  - b. The Selection Committee will meet to review, discuss, and independently score the responses in a publicly advertised meeting using the selection criteria table herein.
  - c. The Selection Committee will shortlist the responsive proposals and may interview the shortlisted proposals before selecting the contractors with responsive proposals.
  - d. The Selection Committee will recommend the contractors for contract approval.
- C. **Selection Committee.** The City reserves the right to increase or decrease the number of individuals that are members of the Selection Committee or replace individuals as needed in order to assure meeting the schedule. No less than three (3) individuals will be evaluating the RFPs received. However, if a conflict in schedule causes a change in personnel, the City reserves the right to proceed without that individual.
- D. **Scoring Method.** The scoring method for the RFP will be based on the Required Response Format of the submittal. There will be no points given to the letter of interest.

SECTION	SELECTION CRITERIA	WEIGHT
1	Letter of Interest	0%
2	Contractor's team, key personnel and resumes with at least past 10 years' experience included	30%
3	Contractor experience within the last 10 years with local Florida governments and projects of a similar nature	40%
4	Fee Schedule	20%
5	Local Preference	10%

To determine the relative ability of each Contractor for providing the required services, the City shall consider as a minimum the criteria given below.

**1) 0% Letter of Interest**

A letter of interest that includes a statement if the Contractor would like to be considered for Emergency Work.

**2) 30% Contractor's team, key personnel and resumes with at least past 10 years' experience included**

This section requires an organizational chart and resumes for key personnel that details qualifications and past experience as it relates to projects similar in nature to the RFP scope and work performed for governments of a similar size to the City.

Higher points will be given where Contractor's key personnel experience includes experience with a wide range of water, wastewater, and reclaimed water projects.

**3) 40% Contractor's experience within the last 10 years with local Florida governments and projects of a similar nature**

This section requires projects listed with the scope of work summarized for each, including additional work as a result of a change order. Higher value will be given for projects where the work experience and qualifications of the contractor correlates directly with projects similar in nature to the RFP scope and work performed for governments of a similar size to the City.

A specific reference of contact should be provided to allow the City to verify the work performed for each project listed. Contractors should anticipate that these references will be called and that the responses to these references may affect the awarding of points in this category.

**4) 20% Fee Schedule**

This section requires completion of the Fee Schedule provided to identify the cost of the successful Contractor would charge for the projects. If the Contractor is not going to be submitting on some of the work items, list the item as N/A. Additional lines have been provided for any equipment that the Contractor determines is important for the RFP.

**5) 10% Local Preference**

**D. Other Considerations.** The City will allow an Additional Consideration Section for the Contractors to present any other relevant information that they believe should be considered during the qualifications shortlisting process. This information can include work approaches, value engineering and cost saving approaches, recommendation letters, color photos, or any other type of information the Contractor would like to include.

- E. **Notification.** Subsequent to selection and approval by the City, all respondents to this solicitation will be notified via Demandstar regarding the selection of the Contractors.
- F. **Challenge of Notice of Intent to Award.** Any person adversely affected by the City's decision, or intended decision, on the award is entitled to challenge the award by filing a written notice of protest within 72 hours after the posting of the intent to award. A copy of the City's protest procedures may be obtained through the Purchasing Department upon request.
- G. **Rejection of Proposals.** The City of Venice reserves the right to waive minor proposal irregularities, and to reject any and all Proposals or parts thereof, or to accept the Proposals or parts thereof, when considered by it to be in the best interest of the City.

**END OF SECTION THREE**

**SECTION 4: SUBMISSION DETAILS**

**4.0 REQUEST FOR PROPOSALS (RFP) RESPONSE & PROCEDURES**

A. **Submittal Requirements.** Contractors interested in being considered for this selection must submit one (1) original and three (3) copies as well as an electronic copy via USB drive or CD, of the Response Package using the forms provided. No electronic submittals of drawings or design concepts will be accepted. The Proposal submittal shall include the following required information. Submittals lacking the required elements listed below may be considered non-responsive, may lose points, or be disqualified at the discretion of the City.

All submittals are to be on 8 ½” x 11” paper or, if 11” x 17” documents are required, they are to be folded to 8 ½” x 11” size. Submittal shall be limited to 25 pages single sided. The Letter of Interest, resumes, and examples of work are included in the 25-page limit. The page limit does not include pages with no submittal text on them (e.g. cover page, tabs, dividers, table of content) and required forms. Exceeding the page limit may result in disqualification. Submittals should be stapled together or bound with plastic or metal spiral or comb binding. Submittals in 3-ring binders, 1-inch or larger will also be accepted. All submittals will require a table of contents and page numbers.

B. **Response Due Date.** Proposals are due no later than the date provided in the Request for Proposals.

Submittals are to be delivered to:

City of Venice  
Procurement- Finance Department  
401 W. Venice Avenue – Purchasing - Room 204  
Venice, FL 34285

C. **Required Response Format**

- |           |   |
|-----------|---|
| Section 1 | Letter of Interest that includes if the Contractor wants to be considered for Emergency Work                          |
| Section 2 | Contractor’s team key personnel and resumes with at least past 10 years' experience included                          |
| Section 3 | Contractor’s team experience within the last 10 years with local Florida governments and projects of a similar nature |
| Section 4 | Required Forms, Certificate of Insurance, and Fee Schedule  |

- D. **Questions during RFP Phase.** Questions must be submitted in writing to [pboers@venicefl.gov](mailto:pboers@venicefl.gov) or by fax to (941) 486-2790, Attn: Peter Boers, Purchasing Manager, for the City's consideration no later than 1:00 p.m. on February 10, 2023. Responses will be provided in writing by and posted on [www.demandstar.com](http://www.demandstar.com) for download and will also be available through the Purchasing office.
- E. **Litigation Statement.** Contractors shall verify in writing that they have not been sued by or taken legal action against the City within the last 5 years. If either event has occurred, the Contractor is to provide documentation describing events.
- F. **Drug Free Workplace Act.** Contractors shall certify in writing to the City that they have established a drug free workplace.
- G. **Conflict of Interest Statement.** Contractor verifies absence of or identifies upfront any potential conflicts of interest.
- H. **Public Entities Crimes (FS 287.133).** 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 on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Design Firm under a contract with any public entity, and may not transact business with any public entity in excess of twenty-five thousand dollars (\$25,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.
- I. **Required Forms.** Each respondent shall submit the required information form:
- Certificate(s) of Insurance
  - Qualifications Statement
  - Project Team
  - Public Entity Crimes Form
  - Drug Free Workplace Form
  - Indemnification/Hold Harmless Statement
  - Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion
  - Conflict of Interest, and Litigation Statement
  - Non-Collusion Affidavit
  - E-Verification Certificate
  - Local Preference Checklist
  - Fee Schedule

All Required forms are included in this RFP except for the Certificate(s) of Insurance.

**SEALED REQUEST FOR QUALIFICATIONS  
CITY OF VENICE, FLORIDA**

**QUALIFICATIONS STATEMENT**

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

**SUBMITTED TO:** CITY OF VENICE  
Procurement- Finance Department  
401 W. Venice Avenue Room # 204  
Venice, Florida 34285

**CHECK ONE:**  
 Corporation  
 Partnership  
 Individual  
 Joint Venture  
 Other

**SUBMITTED BY:**  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PRINCIPAL OFFICE: \_\_\_\_\_  
ADDRESS OF CONTRACTOR'S YARD: \_\_\_\_\_

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

The correct name of the Proposer is: \_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_

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

a. Date of Incorporation: \_\_\_\_\_

b. State of Incorporation: \_\_\_\_\_

c. President's Name: \_\_\_\_\_

d. Vice President's Name: \_\_\_\_\_

e. Secretary's Name: \_\_\_\_\_

f. Treasurer's Name: \_\_\_\_\_

g. Name and address of Resident Agent: \_\_\_\_\_

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

a. Date of Organization: \_\_\_\_\_

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

\_\_\_\_\_

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

- c. State whether general or limited partnership: \_\_\_\_\_
4. If Proposer is other than an individual, corporation, partnership, describe the organization and give the name and address of principals:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. If Proposer is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name?  
\_\_\_\_\_
- a. Under what other former names has your organization operated?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, as President of \_\_\_\_\_, **by means**  
**of  physical presence or  online notarization**, who is personally known to me or who produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires:



**PUBLIC ENTITY CRIME INFORMATION**

A person or affiliate who has been placed on the State of Florida’s convicted vendor list following a conviction for a public entity crime may not submit an proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, Sub-Consultant, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

I, \_\_\_\_\_, being an authorized representative of the firm of \_\_\_\_\_, located at City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_, have read and understand the contents of the Public Entity Crime Information and of this formal RFP package, hereby submit our proposal accordingly.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Federal ID#: \_\_\_\_\_

**DRUG FREE WORKPLACE**

Preference shall be given to business with drug-free workplace programs. Whenever two or more RFPs, which are equal with qualifications and service, are received by the City for the procurement of commodities or contractual services, an RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, your firm shall:

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

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

Concur \_\_\_\_\_

Variance \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Signature

**INDEMNIFICATION/HOLD HARMLESS**

The elected firm shall indemnify and hold harmless the City and 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 intentionally wrongful conduct of the elected firm and other persons employed or utilized by the elected firm in the performance of the contract.

I, \_\_\_\_\_, being an authorized representative of the firm of \_\_\_\_\_ located at \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_. Having read and understood the contents above, hereby submit accordingly as of this Date, \_\_\_\_\_, 2023.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature or for the contract period, whichever is longer.

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS STATE OF FLORIDA GRANT ASSISTANCE PURSUANT TO AMERICAN RECOVERY AND REINVESTMENT ACT UNITED STATES DEPARTMENT OF ENERGY AWARDS**

1. The undersigned hereby certifies 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.
2. The undersigned also certifies that it and its principals:
  - a. Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - b. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and (b) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or Local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name of Title

\_\_\_\_\_  
Recipient's Firm Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

**CONFLICT/NON CONFLICT OF INTEREST AND LITIGATION STATEMENT**

**CHECK ONE**

- To the best of our knowledge, the undersigned Contractor has no potential conflicts of interest due to any other clients, contracts, or property interest for this project.

**OR**

- The undersigned Contractor, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

**LITIGATION STATEMENT**

IN FLORIDA ONLY, JUDGMENTS AGAINST THE CONTRACTOR, AND SUITS AGAINST CITY OF VENICE. INCLUDE ACTIONS AGAINST THE CONTRACTOR BY OR AGAINST ANY LOCAL, STATE, OR FEDERAL REGULATORY AGENCY.

**CHECK ONE**

- The undersigned Contractor has had no litigation adjudicated against the Contractor on any projects in the last five (5) years and has filed no litigation against City of Venice in the last five (5) years.

**OR**

- The undersigned Contractor, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation in Florida adjudicated against the Contractor during the past five (5) years; all legal actions against City of Venice during the past five (5) years; and actions by or against any Federal, State and local agency during the past five (5) years.

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

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

Name (print or type): \_\_\_\_\_

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

Failure to check the appropriate blocks above may result in disqualification of your proposal. Failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal. Should additional information regarding the above items come to the attention of City of Venice after award, the awarded contract shall be subject to immediate termination.

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

\_\_\_\_\_ being first duly sworn, deposes and says that:

1. He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, Contractor, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Proposer, Contractor, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_ By: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (Printed Name)  
 \_\_\_\_\_  
 \_\_\_\_\_ (Title)

**ACKNOWLEDGEMENT**

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as President of \_\_\_\_\_, **by means of  physical presence or  online notarization**, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**E-VERIFICATION CERTIFICATION**

The Contractor acknowledges and agrees to the following:

The Contractor certifies, by submission of this proposal or acceptance of this contract, that the Contractor:

1. Shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
  
2. Shall expressly require any sub-consultants performing work or providing services pursuant to the state contract to likewise use the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the sub-consultant during the contract term.

Further information can be found at the following website: <http://www.uscis.gov/e-verify>.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Name of Authorized Individual

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature Date

## **“LOCAL PREFERENCE” DETERMINATION**

The following questions will help you determine local preference for your company. Please answer questions 1 through 4 **FIRST**. If you answer **NO** to any questions 1 through 4, local preference does **NOT** apply.  
**ONLY** if you answer **YES** to questions 1 through 4, may you proceed to question 5.  
If you answer **YES** to any questions 5 and 6, local preference applies.  
If you are unsure of how to answer any questions, please contact the City of Venice’s Purchasing Department at 941-486-2626.

### **Questions 1 – 4**

1. Has your company paid a local business tax either to Sarasota, DeSoto or Charlotte County (Manatee County does not currently have a local business tax) authorizing your company to provide goods or services described in this solicitation?

**YES**  If “yes”, proceed to question 2.

**NO**  **If “no”, STOP, local preference does not apply.**

\* If the name on the local business tax receipt is not the same as the name on the bid/solicitation submittal, local preference does not apply.

2. Does your company maintain a permanent physical business address located within the limits of Sarasota, Manatee, DeSoto or Charlotte County from which your company operates or performs business?

**YES**  If “yes”, proceed to question 3.

**NO**  **If “no”, STOP, local preference does not apply.**

3. Does your company’s local business office (identified in question 2) have a least one full time employee?

**YES**  If “yes”, proceed to question 4.

**NO**  **If “no”, STOP, local preference does not apply.**

4. Do at least fifty percent (50%) of your company’s employees who are based in the local business location (identified in question 2) reside within Sarasota, Manatee, DeSoto or Charlotte County?

**YES**  If “yes”, proceed to question 5.

**NO**  **If “no”, STOP, local preference does not apply.**

**Questions 5 – 6**

5. Is your company's local business office (identified in question 2) the primary location (headquarters) of your company?

**YES**  **If "yes", STOP, local preference applies.**

**NO**  **If "no", proceed to question 6.**

6. If the local business office (identified in question 2) is not the primary location of your company, are at least ten percent (10%) of your company's entire full-time employees based at the local office location AND does at least one corporate officer, managing partner or principal owner of your company reside in Sarasota, Manatee, DeSoto or Charlotte County?

**YES**  **If "yes", STOP, local preference applies.**

**NO**  **If "no", local preference does not apply.**

**EEE SCHEDULE**

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE <sup>(1)</sup>
<b>PERMITTING</b>			
1	Permit Allowance	Cost	Reimbursed at Cost
<b>LABOR</b>			
2	Estimator	Hour	
3	Expeditor	Hour	
4	Foreman	Hour	
5	Equipment Operator	Hour	
6	Truck Driver	Hour	
7	Laborer	Hour	
8	Skilled Laborer	Hour	
9	Certified Welder	Hour	
10	Emergency Repair Markup – Not to Exceed 10%	Percentage	
<b>AUDIO-VIDEO RECORDING</b>			
11	Audio-Video Recording	Per Job	
<b>MAINTENANCE OF TRAFFIC</b>			
12	Maintenance of Traffic Allowance	Cost	Reimbursed at Cost
<b>EQUIPMENT <sup>(2)</sup></b>			
13	Equipment Truck	Hour	
14	Trailer	Hour	
15	Tanker Trailer with Tractor	Hour	
16	Grade Tractor	Hour	
17	Lowboy with Tractor	Hour	
18	Single Axle Transport	Hour	
19	Tandem Axle Transport	Hour	
20	Tri-Axle Axle Transport	Hour	
21	Tandem Axle Dump Truck	Hour	
22	Tri-Axle Dump Truck	Hour	
23	Tractor with Street Broom	Hour	
24	Small Loader	Hour	
25	Large Loader	Hour	
26	Auger Truck (pole)	Hour	
27	Dozer	Hour	
28	Skid Loader	Hour	
29	Light Tower	Hour	
30	Cement Mixer	Hour	

***THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER***

31	Air Compressor with Jack Hammer and Hoses	Hour	
32	Trench Box	Hour	

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
<b>EQUIPMENT (Continued) <sup>(2)</sup></b>			
33	Temporary Concrete Barrier Walls (set up and delivery included)	Hour	
34	Crossing Plate 4' X 4'	Hour	
35	Crossing Plate 8' X 12'	Hour	
36	Chain Saw	Hour	
37	Cut off Saw (pipe saw)	Hour	
38	Street Saw (self-propelled)	Hour	
39	Pipe Laser	Hour	
40	Pipe Tapping Machine	Hour	
41	3.5 KW Generator	Hour	
42	5 KW Generator	Hour	
43	25 KW Generator	Hour	
44	Compactor	Hour	
45	Roller	Hour	
46	Milling Machine	Hour	
47	Well Pointing Equipment	Hour	
48	Hand Test Pump	Hour	
49	Test Pump	Hour	
50	Jet Pump	Hour	
51	3" Pump with Hoses	Hour	
52	4" Double Diaphragm Pump with Hoses	Hour	
53	4" Vacuum Pump with Hoses	Hour	
54	6" Vacuum Pump with Hoses	Hour	
55	8" Hydraulic Pump with Hoses	Hour	
56	Pumper Truck	Hour	
57	Water Tank Truck (3,000 gallon)	Hour	
58	Jetter Vacuum Truck (16 yards)	Hour	
59	Tracked Hydraulic Excavator: Compact HP 25-30 gross, Digging Reach 15', Operating Weight 3,500 lbs. with front grading blade	Hour	
60	Tracked Hydraulic Excavator: Light HP 50 gross, Digging Reach 18', Operating Weight 18,000 lbs. with front grading blade	Hour	
61	Tracked Hydraulic Excavator: Medium HP 92 gross, Digging Reach 25', Operating Weight 32,000 lbs. with front grading blade	Hour	
62	Tracked Hydraulic Excavator: Large	Hour	

***THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER***

63	Rubber Tire Backhoe Loader: 4WD HP 83 gross, Front Loader Capacity 5,000 lbs., Operating Weight 14,500 lbs., Backhoe Bucket Capacity 1 cubic yard, Digging Depth 14'	Hour	
64			

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
<b>EQUIPMENT (Continued) <sup>(2)</sup></b>			
65			
66			
67			
68			
<b>SUBCONTRACTOR AND MATERIALS</b>			
69	Subcontractor – Not to Exceed 10%	Percentage	
70	Materials Markup – Not to Exceed 10%	Percentage	

Notes:

- Any line items that the Contractor does not want to be considered for can be indicated with an N/A for the Unit Price.
- Blank line items can be filled in by the Contractor if the Contractor deems it necessary for any job.

**END OF SECTION FOUR**

**STATUS REPORT**  
**For Board Meeting February 12, 2026**

**CIP/In-house Projects:**

1. **Hurricane Milton LS Repairs** – Staff is finalizing a scope with Giffels Webster for engineering services related to the electrical repairs for the lift station panels that were damaged during Hurricane Milton.
2. **Middle Beach Pipe Replacement** – The design drawings have been completed and are being reviewed by staff. Kimley-Horn prepared a technical memorandum regarding the main water replacement and the associated costs. That memo has been submitted to FEMA for revaluation of their estimated costs for replacement. Kimley-Horn and staff are working on the bid package and hope to have it out to bid soon.
3. **North Booster Pump Station Design** – We received notification from FDEP that we have been approved to revise the scope from the North WRF to the North Booster Pump Station. Staff has submitted the requested information and is awaiting the amendment for execution. Staff intends to issue an RFQ for a design consultant as soon as possible.
4. **South WRF Expansion and Improvements** – Staff has been working with Kimley-Horn to develop the scope of work for the various task orders that will be needed. Staff anticipates bringing them to the March Board Meeting for approval.
  - a. **South WRF Electrical Upgrades**
  - b. **South WRF Phase 1 Upgrades (Design)**
  - c. **Reuse Improvement Design**
5. \* **Elevated Tank Rehab** – Staff is working on a bid package for a complete blast and recoating of the tank.
6. \* **Lime Plant Optimization Study** – HDR has submitted their draft report of the Lime Optimization Study. Staff is currently reviewing.
7. \* **Water Treatment Plant Expansion and Improvements** – Staff will begin working on the RFQ for Engineering Services for the WTP expansion and improvement project with hopes to advertise later this year or the beginning of next year.

**Developments/Projects Approved for Construction:**

1. \* **Ashore N Store Self Storage** – The land has been cleared for the new 136,900 SF three-story self-storage facility located at 590 N. Indiana Ave. While the required utility modifications are minor for this project, staff will continue to monitor the progress and oversee those modifications as needed.
2. **Beachwalk by Manasota Key Phase 3** – Phase 3B was approved to be placed into service. The final water main tie ins have been completed. This project is now complete.
3. \* **Beachwalk by Manasota Key Phase 4** – The Developer’s Agreement has been executed for Phase 4 and the FDEP applications have been signed.
4. \* **Boca Royale Unit 19** – The Developer’s Agreement has been executed, and plans are approved. FDEP permits have been received for the water modifications. A FDEP sewer permit is not required.
5. **Boca Royale East** – Phase 1A has been approved by FDEP to be placed into service. The final water main tie ins have been completed; however the plat has not been approved by Sarasota County at this time. Meters cannot be set until the plat is approved.
6. \* **Charlotte County Ainger Creek Boat Ramp Improvements** – The improvements at the Ainger Creek Boat Ramp will include adding a restroom building. The restroom building will require a new water and sewer service to be installed. The Developer’s Agreement has been executed. The plans are approved and awaiting contractor award.

## STATUS REPORT

7. \* **Esplanade at Wellen Park** – The contractor continues to install the offsite utilities along River Road, as well as the onsite utilities within the proposed development.
8. \* **Gateway Court** – FDEP permits for both water and sewer have now been received, however, the project appears to be on hold at this time.
9. \* **Paddock Pines** – The utilities have been installed, and testing should begin in the near future.
10. \* **Publix at Merchant's Crossing** – The contractor is currently working on stormwater improvements and will begin working on the utilities soon.
11. \* **Sandpiper Pointe** – FDEP has issued permits for both water and sewer. A pre-construction meeting should be held in the near future.
12. **Shores at Stillwater** – Phase 1B was approved to be placed into service. The final water main tie ins have been completed. Phases 2A/B appear to be on hold at this time.
13. \* **Sportport/Sportport 2.0** – The Developer plans to construct warehouses intended for RV storage on two parcels within Morris Industrial Park. Minor utility improvements are needed, including the installation of a fire hydrant and fire lines for both projects. Developer's Agreements have been completed, and plans have been approved.
14. \* **Storage Depot 775** – TDM Consulting, Inc. submitted final utility plans for a new 80,731 SF 3-story self-storage facility located at 4400 Placida Rd. A Developer's Agreement has been executed, and plans are approved for construction. No FDEP permits are required for this project.

### **Developments/Projects in Plan Review:**

15. \* **Buchan's Landing** – Kimley-Horn submitted plans for an elevated two-story restaurant and 20 paired villas. Staff is working with AirVac and Kimley-Horn to confirm that the vacuum main adjustments and added infrastructure will not negatively affect any of the existing customers who are being served by that main.
16. **Culvers** – Staff continues to work with Kimley-Horn on the utility plans for a new Culvers fast-food restaurant located at 333 S. Indiana Ave.
17. \* **Englewood Apartments** – The plans are ready to be approved, and staff is finalizing the Developer's Agreement.
18. \* **Englewood Self Storage** – Rapid Construction Solutions, LLC has submitted preliminary plans for a new self-storage facility located at 1912 S. McCall Rd. The proposed plans include 1,875 SF of office space, 103,278 SF of self-storage and 20,880 SF of covered parking. Staff returned comments for requested changes on December 14, 2023.
19. \* **FPL Partridge Substation** – FPL plans to construct a new power substation on Winchester Blvd. just south of the Sarasota/Charlotte County line. Dewberry has submitted revised utility plans for review. Staff is currently working on completing a Developer's Agreement.
20. \* **Generation at Englewood** – Kimley-Horn has submitted a new set of plans for the project that would consist of 294 apartments plus an amenity center and a small future commercial on the corner of Pine St. and Crestwood Ave. Staff returned comments on June 27, 2025.
21. **Lemon Bay Plaza** – Staff continues to work with CPH on the utility plans for a new retail store in Lemon Bay Plaza.
22. \* **Prose Apartments** – The project includes a total of 260 apartments (159 1-bedroom and 101 2-bedroom units) and an Amenity Center. The plans are ready to be approved. The Developer's Agreement was completed and sent for execution on May 16, 2025. Once executed, the plans will be approved and the FDEP applications signed.

## STATUS REPORT

23. \* **San Casa Multifamily Project** – Atwell submitted utility plans for a multifamily project that would be constructed across from Heritage Oaks Assisted Living. The project would consist of 83 SF and 162 MF units. Staff is currently reviewing the plans.
24. \* **Sandy Lane Townhomes** – DMK has resubmitted plans for the project. A Developer’s Agreement has been completed and is awaiting execution prior to approving the plans and signing the FDEP applications.
25. \* **Stellar Englewood (FKA 200 Artists)** – Kimley-Horn is now working with a new developer, Stellar Communities, on the project previously known as 200 Artists. They have submitted a new proposed site plan that includes 328 townhomes and two amenity centers.
26. \* **Turquoise Bay** – The Developer is looking to construct 42 multi-family units with a community pool. DMK has submitted final plans for a new project on Waterside Dr., south of Massachusetts Ave. Staff is working to finalize the Developer’s Agreement.

### **Upcoming Developments/Projects:**

27. \* **Charlotte County – N. Beach Rd Sidewalk & Lighting** – Charlotte County submitted a 30% plan for review on April 30, 2024.
28. \* **FDOT – Charlotte County Line to Tangerine Woods** – Green line mark-ups have been provided to Element Engineering Group. The proposed project would convert the center turn lane into a divided raised median with directional median openings. Construction is expected to begin in 2025.
29. \* **Manasota Key Resort** – Atwell, LLC is working on a development plan for the Manasota Key Resort which would include approximately 250 hotel rooms, multiple pools, and restaurants. If approved by the County, the developer would be required to make major improvements to the water and sewer system in order to serve this new design.
30. \* **McCall Plaza** – Staff has been working with Kimley-Horn on a potential gas station that may be constructed in McCall Plaza.
31. \* **Merchant’s Crossing** – Staff has been working with Kimley-Horn and Bohler Engineering on two potential fast-food restaurants to be constructed on S. McCall Rd. side of Merchant’s Crossing. The names of the two restaurants have not been revealed.
32. \* **Morningstar Subdivision** – Kimley-Horn has submitted preliminary plans for a small subdivision at the end of Morningside Dr. The proposed plan would include 12 lots ranging from approximately 3.77 acres to 6.26 acres.
33. \* **Sarasota County – Manasota Beach Road Extension** – Stantec has requested utility information for the Manasota Beach Road extension project.
34. \* **Sarasota County – Winchester Blvd & River Road Widening** – Sarasota County is working with Wellen Park for the widening of River Road from US-41 to Winchester Blvd and Winchester Blvd from River Road to the Charlotte/Sarasota County line. Kimley-Horn has been selected for the design and has sent requests for utility information currently located within the ROW.
35. \* **Quail’s Run Inn** – DMK is working on the utility design for the new Quail’s Run Inn project. The property is located between Englewood Glass and Mirror and Quail’s Run. There will be a total of 100 multi-family units and an amenity center. There were utilities installed with the previous project but the condition of those is unknown at this time.

**ENGLEWOOD WATER DISTRICT**  
**INCOME STATEMENT**  
**YE FY25, JANUARY 2025, FY26 BUDGET, YTD FY26 JANUARY 2026**

	YEAR END FY25	YTD FY25 JANUARY 2025	FY26 APPROVED BUDGET	YTD FY26 JANUARY 2026	Over (Under) Budget
<b>Operating Revenues</b>					
Water Services	\$ 10,464,839	\$ 3,498,318	\$ 12,355,474	\$ 4,139,396	\$ (8,216,078)
Waste Treatment	11,853,188	3,910,416	13,507,908	4,697,197	(8,810,711)
Accrued Guaranteed Revenue Fees	167,992	109,738	182,076	119,472	(62,604)
Other	557,567	151,171	406,008	148,969	(257,039)
<b>Total Operating Revenues</b>	<b>23,043,586</b>	<b>7,669,643</b>	<b>26,451,466</b>	<b>9,105,033</b>	<b>(17,346,433)</b>
<b>Operating Expenses</b>					
Water Production	4,570,633	1,036,182	5,127,677	1,284,968	(3,842,709)
Water Distribution	2,918,129	813,586	3,327,387	774,637	(2,552,750)
Waste Treatment	4,137,962	884,859	3,916,543	885,405	(3,031,138)
Waste Collection	6,570,838	1,450,945	4,467,270	1,118,157	(3,349,113)
Laboratory	327,266	116,742	410,064	118,515	(291,549)
General & Administrative	4,619,758	1,627,528	5,655,491	1,669,736	(3,985,755)
<b>Total Operating Expenses</b>	<b>23,144,586</b>	<b>5,929,843</b>	<b>22,904,431</b>	<b>5,851,417</b>	<b>(17,053,014)</b>
<b>Operating Surplus (Deficit)</b>	<b>(101,000)</b>	<b>1,739,800</b>	<b>3,547,035</b>	<b>3,253,616</b>	<b>(293,419)</b>
<b>Non-Operating Revenues (Expenses)</b>					
Interest Income	825,490	230,338	-	218,426	218,426
Net Increase (Decrease) in Fair Value of Investment	74,785	(31,899)	-	(3,107)	(3,107)
Assessment Revenue	45,014	-	-	5	5
Interest Expense	-	-	-	-	-
Other Revenues	(100,149)	53,218	-	-	-
Gain (loss) on Disposal of Capital Assets	202,443	-	-	-	-
<b>Total Non-Operating Expenses</b>	<b>1,047,582</b>	<b>251,656</b>	<b>-</b>	<b>215,324</b>	<b>215,324</b>
<b>Surplus (Deficit) Before Contributions</b>	<b>946,582</b>	<b>1,991,456</b>	<b>3,547,035</b>	<b>3,468,940</b>	<b>(78,095)</b>
<b>Capital Contributions</b>					
Cash	1,012,887	631,286	7,598,362	5,101,390	(2,496,972)
Non Cash	18,292,177	-	-	-	-
<b>Total Capital Contributions</b>	<b>19,305,064</b>	<b>631,286</b>	<b>7,598,362</b>	<b>5,101,390</b>	<b>(2,496,972)</b>
<b>Change in Net Position</b>	<b>20,251,646</b>	<b>2,622,742</b>	<b>11,145,397</b>	<b>8,570,330</b>	<b>(2,571,960)</b>
<b>Total Net Position - beginning of year, as restated</b>	<b>116,850,205</b>	<b>116,850,205</b>	<b>137,101,851</b>	<b>137,101,851</b>	
<b>Total Net Postion - end of year</b>	<b>\$ 137,101,851</b>	<b>\$ 119,472,947</b>	<b>\$ 148,247,248</b>	<b>\$ 145,672,181</b>	

**ENGLEWOOD WATER DISTRICT**  
**SEPTEMBER 30, 2025, YTD FY26 JANUARY 2026**  
**BALANCE SHEET**

	<u>FY2025</u>	<u>YTD FY 2026</u>
<b><u>ASSETS</u></b>		
<b>Current Assets</b>		
Cash & Equivalents	\$ 10,784,946	\$ 12,799,324
Accounts Receivable	2,845,793	2,966,263
Accrued Interest Receivable	-	-
Inventory	1,842,347	1,776,430
Prepays	12,113	344,707
<b>Total Current Assets</b>	<u>15,485,199</u>	<u>17,886,724</u>
<b>Noncurrent Assets</b>		
Restricted Cash and Cash Equivalents	-	-
Restricted Assets: Investments	2,908,745	4,444,725
Investments	11,086,437	15,283,336
Connection Fees - Assessment Rec	908,372	892,012
Capital Assets (net)	<u>113,650,709</u>	<u>113,689,775</u>
<b>Total Noncurrent Assets</b>	<u>128,554,263</u>	<u>134,309,847</u>
<b>Total Assets</b>	<u>144,039,463</u>	<u>152,196,571</u>
<b>Deferred Outflow of Resources</b>		
Accumulated Decreases in Fair Value of Hedging Derivatives	-	-
Accumulated Costs Associated with Refunding of Debt	-	-
Deferred Amounts on Pensions	1,904,161	1,904,161
<b>Total Deferred Outflow of Resources</b>	<u>1,904,161</u>	<u>1,904,161</u>
<b><u>LIABILITIES AND NET POSITION</u></b>		
<b>Current Liabilities</b>		
Accounts Payable	585,303	209,624
Accrued Liabilities	<u>512,744</u>	<u>494,812</u>
<b>Total Current Liabilities</b>	<u>1,098,047</u>	<u>704,436</u>
<b>Current Liabilities Payable from Restricted Assets</b>		
Contracts Payable	-	-
Retainage Payable	0	0
Accrued Interest	-	-
Current Portion of Bonds and Notes Payable	<u>-</u>	<u>-</u>
<b>Total Current Liabilities Payable from Restricted Assets</b>	<u>0</u>	<u>0</u>
<b>Noncurrent Liabilities</b>		
Compensated Absences	854,368	834,758
Net OPEB Obligation	1,061,238	1,061,238
Derivative Instruments - Rate Swap	-	-
Bonds and Notes Payable, Net	-	-
Net Pension Liability	<u>4,366,759</u>	<u>4,366,759</u>
<b>Total Noncurrent Liabilities</b>	<u>6,282,365</u>	<u>6,262,755</u>
<b>Total Liabilities</b>	<u>7,380,412</u>	<u>6,967,191</u>

**Deferred Inflow of Resources**

Deferred Amount on Pensions	<u>1,710,562</u>	<u>1,710,562</u>
	<u>1,710,562</u>	<u>1,710,562</u>

**Net Position**

Net Investment in Capital Assets	113,650,709	113,689,775
Unrestricted	<u>23,201,941</u>	<u>31,733,204</u>
<b>Subtotal Net Position</b>	<b>\$ 136,852,649</b>	<b>\$ 145,422,979</b>
<b>*Prior-period Audit Adjustment</b>	<b>\$ 249,202</b>	<b>\$ 249,202</b>
<b>Total Net Position</b>	<b><u>\$ 137,101,851</u></b>	<b><u>\$ 145,672,181</u></b>

**\* Prior-period Audit Adjustment:**

This represents an audit entry to correct accumulated depreciation related to prior fiscal years.

The final adjustment will be incorporated into the audited FY24 ending and FY25 beginning Net Position.

Englewood Water District  
Investment Report  
as of January 31, 2025

<b>RBC</b>	<b>Market Value</b>	<b>Percent of Total</b>
Certificate of Deposit	7,960,697	33.27%
Bonds- Revenue/General Obligation	-	0.00%
Government Backed Bonds	11,767,363	49.18%
Money Markets/Cash	4,198,426	<u>17.55%</u>
	<u>\$ 23,926,486</u>	<u>100.00%</u>
<b>Centennial Bank</b>		
Cash Centennial- operating acct	8,807,786	
Cash Centennial- money market	81,137	
<b>Total Cash</b>	<u>\$ 8,888,923</u>	
<b>Total Cash and Investments</b>	<b>\$ 32,815,409</b>	
<b>Prev Month Investments</b>	<b>\$ 19,938,156</b>	
<b>Prev Month - Cash - RBC</b>	<b>3,939,246</b>	
<b>Prev Month - Cash - Centennial</b>	<b>7,093,370</b>	
<b>Prev Month - Investments and Cash</b>	<u><b>\$ 30,970,772</b></u>	

Englewood Water District  
RBC Investment Report  
01/31/2026

Security Description	Investment Type	Cusip	Cost	Coupon Rate	Trade Date	CD Date	Maturity Date	Par Value	Current Market Value	Estimated Yield	Duration (In Years)
BMO HARRIS BK NATL ASSN	CD	05600XBY5	250,000.00	0.550%	2/11/2021	2/18/2021	2/18/2026	250,000.00	249,565.00	0.200%	5.00
SUNWEST BK IRVINE CALIF	CD	86804DCR7	250,000.00	0.450%	2/11/2021	2/26/2021	2/26/2026	250,000.00	249,370.00	0.450%	5.00
ALMA BK ASTORIA NEW YORK	CD	020080DW4	250,000.00	3.800%	12/18/2025	12/30/2025	6/30/2026	250,000.00	250,016.75	3.800%	0.50
TOYOTA FINL SVGS BK	CD	89235MLC3	252,795.19	0.950%	8/17/2021	7/15/2021	7/15/2026	250,000.00	246,785.00	0.950%	5.00
AMERICAN COMMERICAL BANK & TRUST	CD	02519AAD9	232,444.82	3.500%	11/7/2023	9/14/2022	9/14/2027	245,000.00	243,919.55	5.130%	3.85
CROSS RIV BK TEANECK NJ	CD	227563NL3	225,000.00	3.950%	9/3/2025	9/15/2025	9/15/2027	225,000.00	225,004.50	3.950%	2.00
MAPLE CITY SVGS BK	CD	56511PBJ6	250,000.00	3.500%	9/18/2024	9/30/2024	9/30/2027	250,000.00	248,715.00	3.500%	3.00
MORGAN STANLEY PRIVATE BK	CD	61768UPM3	250,000.00	4.300%	9/18/2024	9/27/2024	3/27/2028	250,000.00	250,137.50	4.300%	3.50
TEXAS HERITAGE NATL BK	CD	882487AN1	100,082.47	4.300%	6/20/2025	6/16/2025	6/16/2028	100,000.00	100,010.00	4.300%	3.00
BANK OF AMERICA	CD	06428KAF3	250,000.00	4.500%	6/20/2025	6/26/2025	6/26/2028	250,000.00	250,000.00	4.500%	3.00
SEILING ST BK OKLA	CD	816050AQ1	245,000.00	3.900%	9/9/2025	9/18/2025	9/18/2028	245,000.00	244,992.65	3.900%	3.00
GUTHRIE COUNTY STATE BANK	CD	40341PCC0	245,000.00	3.900%	9/9/2025	9/22/2025	9/22/2028	245,000.00	244,992.65	3.900%	3.00
TRISTAR BK DICKSON TENN	CD	89679RAA1	250,000.00	3.850%	9/16/2025	9/29/2025	9/29/2028	250,000.00	250,002.50	3.850%	3.00
CITIBANK NA CD	CD	17290GLL9	250,000.00	3.750%	1/17/2176	10/15/2025	10/16/2028	250,000.00	249,367.50	3.750%	3.01
PAN AMERICAN BK & TR MELROSE	CD	697759BA5	250,000.00	4.200%	10/16/2024	10/28/2024	10/27/2028	250,000.00	250,042.50	4.200%	4.00
GENERATIONS BK ROGERS ARK	CD	37149CBT3	75,000.00	3.900%	11/4/2025	11/20/2025	11/20/2028	75,000.00	75,004.50	3.900%	3.00
FIRST FNDTN BK IRVINE CA	CD	32026U6P6	100,665.81	4.000%	1/27/2026	11/28/2025	11/28/2028	100,000.00	100,013.00	4.000%	3.00
PARKSIDE FINL BK & TR CLAY	CD	70147AGS7	95,000.00	4.150%	8/20/2025	8/29/2025	2/28/2029	95,000.00	95,021.85	4.150%	3.50
FFB BK FRESNO CALIF	CD	30191MAN7	24,605.35	3.700%	8/20/2025	11/29/2024	3/29/2029	25,000.00	24,870.50	4.250%	3.61
CFG CMNTY BK LUTHERVILLE MD	CD	12527CFX5	250,303.24	4.750%	8/9/2024	7/31/2024	7/31/2029	250,000.00	250,045.00	4.758%	4.98
CENTRAL BK LITTLE ROCK ARK	CD	152577CM2	250,000.00	4.850%	8/9/2024	8/14/2024	8/14/2029	250,000.00	250,062.50	4.850%	5.00
DRAKE BK ST PAUL MINN	CD	26144KAY3	245,000.00	4.550%	2/14/2025	2/14/2025	8/14/2029	245,000.00	245,031.85	4.550%	4.50
BANKWEST INC PIERRE SD	CD	06652CJC6	223,449.05	3.500%	10/18/2024	9/30/2024	9/28/2029	223,000.00	223,051.29	3.500%	5.00
GOLDMAN SACHS BK USA NEW YORK	CD	38151PAX9	250,000.00	3.750%	10/8/2025	10/15/2025	10/15/2029	250,000.00	248,902.50	3.750%	4.00
BANKWEST INC PIERRE SD	CD	06652CJE2	25,043.87	3.550%	8/20/2025	10/30/2024	10/30/2029	25,000.00	24,641.00	4.244%	4.20
MORGAN STANLEY BK NA	Equity linked CD	61776CBX4	200,000.00	variable	10/22/2024	10/31/2024	11/1/2029	200,000.00	196,170.00	variable	5.01
FIRST FNDTN BK IRVINE CA	CD	32026U6J0	140,000.00	4.050%	11/4/2025	11/14/2025	11/14/2029	140,000.00	140,004.20	4.050%	4.00
CANANDAIGUA NATL BK & TR NY	CD	137141BD8	250,000.00	3.950%	11/11/2025	11/26/2025	11/26/2029	250,000.00	249,762.50	3.950%	4.00
BRIDGEWATER BK ST LOUIS PK	CD	108622QJ3	250,000.00	3.950%	11/11/2025	11/28/2025	11/28/2029	250,000.00	249,755.00	3.950%	4.00
HIGH PLAINS BK KEYES OK	CD	42971GAK7	20,000.00	4.000%	10/8/2025	12/30/2024	12/31/2029	20,000.00	20,008.20	4.007%	4.23
COULEE BK LA CROSSE WIS	CD	22209WAR3	201,747.24	4.400%	1/30/2025	1/9/2025	1/9/2030	202,000.00	202,066.66	4.486%	4.95
CHESAPEAKE BK KILMARNOCK VA	CD	16514QBZ9	250,936.38	4.350%	5/6/2025	4/16/2025	4/16/2030	250,000.00	250,010.00	4.323%	5.00
FIRST ST BK WINCHESTER OHIO	CD	33650TAPS	250,364.29	4.350%	5/6/2025	5/5/2025	5/3/2030	250,000.00	250,055.00	4.323%	5.00
GENERATIONS BK ROGERS ARK	CD	37149CBM8	174,020.74	4.350%	5/6/2025	5/6/2025	5/6/2030	174,000.00	174,040.02	4.350%	5.00
OAK VIEW BANKSHARES INC	CD	67134XAX3	149,105.32	4.300%	8/20/2025	8/15/2025	8/15/2030	149,000.00	149,001.49	4.300%	5.00
FIRST GTY BK HAMMOND LA	Equity linked CD	320437BB1	249,942.85	3.950%	11/4/2025	10/31/2025	10/31/2030	250,000.00	249,277.50	3.967%	5.00
HSBC BANK USA NA	Equity linked CD	44330UUV2	100,000.00	variable	11/4/2025	10/31/2025	10/31/2030	100,000.00	94,790.00	variable	5.00
TRUIST BK INDX L	Equity linked CD	897926CL3	100,000.00	variable	10/21/2025	10/31/2025	10/31/2030	100,000.00	96,912.00	variable	5.00
TRUIST BK	CD	897926CN9	50,144.65	4.000%	11/4/2025	10/31/2025	10/31/2030	50,000.00	49,917.00	3.950%	5.00
ALLIANCE BK CENT TEX	CD	018937AC6	250,109.59	4.000%	12/18/2025	12/15/2025	12/13/2030	250,000.00	249,682.50	4.000%	5.00
FIRST ST BK DECATUR MICH	CD	33651QAC9	250,054.79	4.000%	12/18/2025	12/17/2025	12/17/2030	250,000.00	249,680.00	4.000%	5.00
<b>Subtotal</b>			<b>8,236,466.17</b>					<b>8,231,000.00</b>	<b>7,960,697.16</b>		
US DEPT HSG & URBAN DEV GOVT	Bonds	911759LT3	69,010.82	3.260%	10/9/2025	11/17/2011	8/1/2029	70,000.00	68,292.70	3.842%	3.81
US TREASURY BILL	Treasury bill	912797SR9	1,671,646.69	0.000%	1/27/2026	10/21/2025	2/17/2026	1,675,000.00	1,672,470.75	3.667%	0.06
US TREASURY BILL	Treasury bill	912797RU3	1,005,246.88	0.000%	1/8/2026	8/28/2025	2/26/2026	1,010,000.00	1,007,555.80	3.600%	0.13
US TREASURY BILL	Treasury bill	912797SZ1	1,009,533.88	0.000%	1/21/2026	11/18/2025	3/17/2026	1,015,000.00	1,010,594.90	3.664%	0.15
FEDERAL HOME LOAN BANK	Bonds	3130AJRF8	23,309.62	1.050%	9/17/2025	6/18/2020	6/24/2027	75,000.00	23,521.02	1.050%	1.77
FANNIE MAE	Bonds	3136GAMK2	650,000.00	4.000%	11/4/2025	8/8/2025	8/7/2028	650,000.00	650,026.00	4.000%	2.76
FANNIE MAE	Bonds	3136GAPZ6	351,142.71	4.000%	9/3/2025	8/25/2025	8/25/2028	350,000.00	350,595.00	3.919%	2.98
FANNIE MAE	Bonds	3136GAWF2	50,072.85	3.800%	10/9/2025	10/2/2025	10/2/2028	50,000.00	49,984.00	3.782%	3.00
FREDDIE MAC	Bonds	3134HB5A5	471,014.03	3.750%	12/16/2025	11/13/2025	11/13/2028	469,000.00	468,568.52	3.749%	2.91

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Security Description	Investment Type	Cusip	Cost	Coupon Rate	Trade Date	CD Date	Maturity Date	Par Value	Current Market Value	Estimated Yield	Duration (In Years)
FEDERAL HOME LOAN BANK	Bonds	3130B8VF6	140,420.46	3.800%	12/16/2025	12/15/2025	12/15/2028	140,000.00	139,781.60	3.702%	3.00
FEDERAL HOME LOAN BANK	Bonds	3130B4ND9	502,884.50	5.000%	1/30/2025	1/30/2025	1/30/2029	500,000.00	500,040.00	4.840%	4.00
FEDERAL FARM CREDIT BANK	Bonds	3133ER5H0	302,905.07	4.700%	4/2/2025	3/5/2025	3/5/2029	300,000.00	300,270.00	4.530%	4.00
FEDERAL HOME LOAN BANK	Bonds	3130B5D96	301,206.00	4.650%	3/12/2025	3/19/2025	3/19/2029	300,000.00	300,330.00	4.540%	4.00
FEDERAL HOME LOAN BANK	Bonds	3130B0TF6	41,313.60	4.750%	9/3/2025	4/9/2024	4/9/2029	40,000.00	40,422.00	4.338%	3.60
FEDERAL FARM CREDIT BANK	Bonds	3133ENUR9	35,642.15	3.700%	10/14/2025	4/18/2022	4/18/2029	35,000.00	34,931.40	3.700%	3.51
FEDERAL FARM CREDIT BANK	Bonds	3133ETD95	400,052.00	4.140%	10/9/2025	10/9/2025	10/9/2029	400,000.00	399,768.00	4.140%	4.00
FEDERAL HOME LN MTG CORP	Bonds	3134HB4L2	402,009.13	3.750%	12/16/2025	11/6/2025	11/6/2029	400,000.00	398,844.00	3.729%	3.89
FEDERAL NATL MTG ASSN	Bonds	3136GAZX0	500,123.50	3.750%	11/4/2025	11/6/2025	11/6/2029	500,000.00	495,590.00	3.744%	4.00
FEDERAL HOME LOAN BANK	Bonds	3130B56Y9	654,573.19	4.900%	3/6/2025	2/27/2025	2/27/2030	650,000.00	649,512.50	4.770%	5.00
FEDERAL HOME LOAN BANK	Bonds	3130ARYG0	226,736.19	4.150%	8/12/2025	5/23/2022	5/23/2030	225,000.00	224,829.00	4.184%	4.78
FEDERAL HOME LOAN BANK	Bonds	3130B6SV9	301,809.63	4.650%	7/9/2025	7/8/2025	7/8/2030	300,000.00	300,993.00	4.520%	5.00
FANNIE MAE	Bonds	3136GAP78	110,177.11	4.000%	9/2/2025	8/19/2025	8/19/2030	110,000.00	109,726.10	4.000%	4.96
FEDERAL HOME LN MTG CORP	Bonds	3134HCCN7	549,049.72	4.000%	12/18/2025	11/28/2025	11/27/2030	546,000.00	545,677.86	3.927%	4.95
FREDDIE MAC	Bonds	3134HCCS6	401,854.33	4.010%	12/18/2025	12/4/2025	12/4/2030	400,000.00	399,444.00	3.944%	4.96
FEDERAL HOME LN MTG CORP	Bonds	3134HCFH7	401,650.44	4.000%	12/18/2025	12/9/2025	12/9/2030	400,000.00	399,152.00	3.933%	4.98
FEDERAL NATL MTG ASSN	Bonds	3136GCBR5	502,474.47	4.000%	1/8/2026	12/26/2025	12/24/2030	500,000.00	498,570.00	3.922%	4.96
FANNIE MAE	Bonds	3136GCCJ2	400,000.00	4.000%	12/30/2025	12/30/2025	12/24/2030	400,000.00	398,724.00	4.000%	4.99
FEDERAL HOME LOAN BANK	Bonds	3130B93V0	331,083.55	4.000%	1/27/2026	1/21/2026	1/21/2031	330,000.00	329,148.60	3.944%	5.00
<b>Subtotal</b>			<b>8,051,504.25</b>					<b>8,070,000.00</b>	<b>11,767,362.75</b>		
Cash									267,707.85		
Premium Savings									3,930,718.56		
<b>Subtotal Cash</b>									<b>4,198,426.41</b>		
<b>Average % and Duration in Years</b>										<b>3.925%</b>	<b>3.95</b>

Certificate of Deposit	7,960,697.16	
FHLMC		
FNMA		
GNMA		
FICO Series		
Bonds- Revenue/General Obligation		
Government Backed Bonds	11,767,362.75	
Money Markets/Cash	4,198,426.41	
	<b>23,926,486.32</b>	
	23,926,486.32	stmt
	-	diff